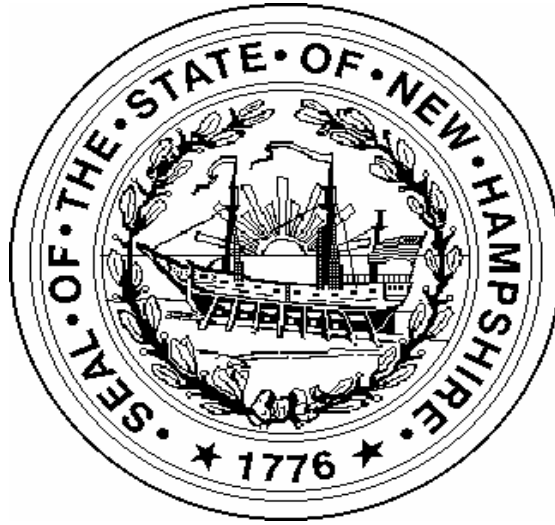


State of New Hampshire



Department of State

Request for Proposals Voting System Equipped for Accessibility Proposal No. NHSOS-2005-003

Schedule of Events	Date
• RFP Released to Vendors	05/27/05
• Non-mandatory Letter of Intent and Notification to the State of the number of Vendor representatives attending the Vendor Conference	06/09/05
• Non-mandatory Vendor Conference	06/15/05
• Date and time for Receipt of Proposal(s)	07/13/05 12:00 Noon (Local Time)
• State Contact	Thomas Manning (603)271-8245
• Email	NHVotes@sos.nh.gov

This RFP is available on the Internet at:
<http://www.sos.nh.gov/HAVA/index.htm>

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

Through this solicitation, the Department of State is seeking to procure Voting Systems for use by all voters, including voters with disabilities, as well as the services of a firm capable of providing such a system and service package. This may include a direct recording electronic (DRE) system, an electronic ballot marking system, a phone/facsimile system, a template system, a precinct-count optical scan system, or an alternative paper-based system. These systems and associated services are to be provided as needed to the 236 local jurisdictions and approximately 309 polling places in New Hampshire during the term of the contract.

The system and services proposed must be capable of providing an on-demand, easy to use, cost-effective, voting capability to meet requirements in Section 301 of U.S. Public Law 107-252 at each polling place for any federal, state or local election conducted under state or federal law within the terms of the contract that results from this Request for Proposals (RFP).

In addition to obtaining the actual voting system, the selected Vendor will be expected to provide these associated services:

- Initial delivery of the system to a location designated by the state
- Train-the-trainer on the use of the system;
- Patches and fixes of system software and hardware;
- Upgrades and New Releases of Software; and
- Warranty support and maintenance of system software and hardware.

Vendors will be asked to propose all associated services for the voting system, except as explicitly provided otherwise. This RFP is designed to provide interested Vendors with sufficient basic knowledge to submit proposals meeting minimum requirements. Vendors are encouraged to describe goods and services beyond those meeting the minimum requirements which could enhance the accessibility and/or administration of elections in New Hampshire.

Vendors are invited to propose alternative approaches or optional equipment and/or services. New Hampshire is reviewing its use of its precinct count optical scanning machines to determine if transition to plain paper ballots is feasible. The State is interested in proposals which incorporate or include a precinct-count optical scanning system which is capable of scanning ballots printed on plain paper. The state encourages vendors to propose, as part of their solution, a replacement of approximately 180 precinct-count optical scan machines that will (a) permit the state to comply with RSA 656:5 requiring the use of column-style ballots and (b) satisfy HAVA Section 301. (Refer to Concord General Election ballot in Attachment I.)

New Hampshire is also interested in a phone/facsimile based interface with the selected voting system, a system that would limit polling place equipment to a phone/facsimile so that training and maintenance can be minimized, particularly for smaller jurisdictions. Vendors are encouraged to be creative and may propose other services or systems that will satisfy the state's obligations under federal and state law.

The Contract is expected to be awarded for a base period through January 2007 with a three year warranty period and successive two-year maintenance options.

1.2 Non-Exclusive Use

It is the State's intention to obtain goods and services, as specified in this Request for Proposals (RFP), by a contract(s) between the selected Vendor(s) and the State. A term of the contract(s) will allow local jurisdictions to purchase the same goods and services from contract(s) between the selected Vendor(s) and the State, at the contracted price for use at local elections. However, these contracts will not be construed to require the State to procure exclusively from the Vendor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Vendor. The State via this solicitation makes no guarantee to the selected Vendor that the State will purchase any minimum or maximum amount of equipment and services. The resulting contracts will fix the unit prices for the term of the contract and any subsequent renewal period for any equipment or services ordered by the State. Actual quantities purchased may vary, as the state requires. For the purpose of this RFP, Vendors should assume that the State will purchase a system suitable to provide simultaneous voting for up to 350 voters at up to approximately 309 physical locations around the State. While the State considers a single solution to be ideal, it is also considering alternative solutions for smaller jurisdictions.

1.3 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Contract** - Any specific agreement entered into between the Department of State and a Vendor of a voting system selected to provide services and features as contained in this RFP and as contained in that Vendor's Proposal in response to this RFP. The Contract is expected to be in the general format as shown in Attachment A to this RFP.
- b. **Deficiency** – A failure or a defect resulting in a deliverable not conforming to its specifications, terms or requirements of the Contract.
- c. **Deliverable** - The software, hardware, documentation, services, educational material, and any other good or service required by the Contract resulting from this RFP.
- d. **Election Assistance Commission (EAC)** – The United States Election Assistance Commission, established by United States Public Law 107-252.
- e. **Election Officer(s)/Official(s)** – shall mean any moderator, deputy moderator, assistant moderator, town and city clerk, deputy town and city clerk, ward clerk, selectman, supervisor of the checklist, registrar, or deputy registrar. (see RSA 652:14)
- f. **Independent Testing Authority (ITA)** Independent Test Authority (ITA) certified by the National Association of State Election Directors (NASED), or its successor in this capacity, the EAC, for either the full scope of voting system qualification testing or a distinct subset of the total scope of testing.
- g. **Local Time** - Time in the Eastern Time Zone as observed by the State.

- h. **Paper Ballot** – New Hampshire law requires that each vote be counted from a marked piece of paper. This entails a solution that documents, in some form, the vote of the voter on a marked piece of paper. This solution would use a preprinted ballot or produce a ballot that is similar to the actual ballot used at the polling place to be the ideal “paper ballot”. This term includes solutions that produce any other type of individual printed paper record of each vote provided that the system makes that record available to the voter, and, that it can be conveniently transferred from the system output device to a ballot box or ballot counting device. This term also includes systems that record on paper only the candidates and office or question and answers chosen by the voter.
- i. **Polling Place** – A designated voting facility where voters cast ballots. At one election a single polling place may serve one or more voting districts. For example, a town and a school district may conduct a simultaneous election where voters vote on a town ballot and on a separate school district ballot at the same polling place. Many polling places are located in churches and privately-owned buildings which limit the State’s ability to establish permanent election infrastructure and requires all election equipment to be portable.
- j. **Phone/Facsimile System** - A voting system that relies upon phones or phone/facsimiles as the voter interface at the polling place. The State envisions that a phone/facsimile could be connected to a central server or servers containing all ballots to be voted upon in the state, the software loaded on the server(s) could allow a voter to exercise his/her vote on the correct ballot from his/her assigned polling place and a facsimile or phone/facsimile machine at the polling place could provide a paper ballot marked with the voter’s vote.
- k. **Procurement Officer** - Refers to the procurement officer as identified in this RFP, or any successor as may be named by the State
- l. **Request for Proposals (RFP)** - The entire contents of this solicitation document, which is titled as Voting System Equipped for Accessibility and any attachments thereto.
- m. **Requesting Entity** – the New Hampshire Department of State
- n. **Solution** – The voting system and associated programs, practices, or procedures proposed by the Vendor that solves the State’s need to provide most persons with disabilities with the opportunity to vote privately and independently and will create an accurate paper ballot record of the voters’ choices.
- o. **Using Entity** - local jurisdictions of the State that administer elections who are using a voting system obtained under a contract that results from this RFP.
- p. **Vendor** – An entity that submits a proposal in response to this RFP.
- q. **Vendor’s Contract Administrator** – Person in the Vendor’s business with the authority and knowledge to resolve customer complaints.
- r. **Voting System** – A system proposed by the Vendor that includes all the necessary components (hardware, software, and associated services) to fulfill the requirements within this RFP-Voting System Equipped for Accessibility. It provides, at each

polling place, non-visual access and the ability for the voter to review the completed ballot before submitting his or her vote.

- s. **Voting Unit** – The device used by a voter to create a paper ballot record of his/her vote.

1.4 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Name: Thomas F. Manning, Assistant Secretary of State
Address: State House Room 204
107 N. Main Street
Concord NH 03301
Telephone #: 603 271-8245
Fax #: 603 271-8242
E-mail: NHVotes@sos.nh.gov

1.5 Schedule of Events

The following represents an indicative schedule of events. The State reserves the right to change this schedule.

Schedule of Events	DATE	TIME
• RFP Released to Vendors	05/27/05	
• Vendor Inquiry Period Begins	05/27/05	
• Letter of Intent and Notification to the State of the number of Vendor representatives attending the Vendor Conference	06/09/05	
• Pre-proposal Non-mandatory Vendor Conference	06/15/05	12:30 PM Local Time
• Vendor Inquiry Period Ends (Final inquiries due)	06/21/05	
• Final State Responses to Vendor Inquiries	06/24/05	
• Date and time for Receipt of Proposal(s)	07/13/05	12:00 Noon Local Time
• Vendor Presentations (weeks of)	07/18/05 and 07/25/05	
• Proposal Evaluation Completed	08/03/05	
• Contract Award	08/22/05	
• Commence Work	08/22/05	
• Work Plan Due	09/07/05	
• Municipal Election Demonstration (Option)	11/08/05	
• Full Implementation	12/31/05	

1.6 Non-Mandatory Vendor Conference

A non-mandatory Vendor Conference will be held on June 15, 2005, beginning at 12:30 PM Local Time, at 57 Regional Drive, Concord, NH. The purpose of this conference is to answer any questions or requests for clarification of the RFP. Attendance at the Vendor Conference is not mandatory, but all interested Vendors are encouraged to attend in order to facilitate better preparation of their proposals.

As promptly as is feasible subsequent to the Conference, a summary of the Vendor Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Vendors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Vendor Conference, it is requested that by June 9, 2005, all potential Vendors planning to submit proposals and/or attend the Pre-proposal Vendor Conference, return the form in Attachment C. If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The State will make reasonable efforts to provide such special accommodation.

1.7 Questions

The Procurement Officer prior to the Vendor conference will accept written questions from prospective Vendors. To the extent practical and appropriate, such questions will be answered at the Vendor conference. (No substantive question will be answered prior to the Vendor conference.) Questions may be submitted by mail, facsimile, or preferable, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Vendors attending the Vendor Conference. As reasonably possible and appropriate, these questions will be answered at the Vendor Conference.

Questions will also be accepted subsequent to the Vendor Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.8 Proposals Due (Closing) Date

An unbound original and fifteen (15) bound copies of each Proposal must be received by the Procurement Officer no later than 12:00 Noon Local Time on July 13, 2005, in order to be considered. Vendors should enclose an electronic version of the Proposal (no earlier version than MS Word 7.0). The diskette is to be labeled and packaged with the original copy of the Proposal.

Requests for extension of this date or time will not be granted. Vendors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals may not be submitted by e-mail or facsimile.

1.9 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for two hundred seventy (270) days following the closing date of proposals.

This period may be extended at the State's request only with the Vendor's written agreement. In the event that the selected vendor fails, the State reserves the right to re-award the contract based on responses to this RFP. If the State is required to enter an agreement with another vendor, all performance schedules would be adjusted accordingly.

1.10 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the website and emailed to the known Vendors. Amendments made after the due date for proposals will be sent only to those Vendors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Vendor's Proposal in the Transmittal Letter accompanying the Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Vendor from complying with all terms of any such amendment.

1.11 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Vendors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a contract based upon the written Proposals received in response to this RFP without prior discussions or negotiations.

1.12 Solution Demonstration and Oral Presentation

Vendors may be required to demonstrate their proposed solution, to provide the State with a working prototype for its use and evaluation for a period of up to two weeks, and to make oral presentations to State representatives. The State intends to video tape the presentations. The State may require that significant representations made by a Vendor during the solution demonstration/oral presentation be reduced to writing. All representations made by a Vendor during the solution demonstration/oral presentations will become part of the Vendor's Proposal and are binding if the contract is awarded. Ballot configuration must be included in the solution demonstration.

Vendors shall be available during the weeks set forth in the Schedule of Events, and shall indicate which days are preferred in their Letter of Intent in Attachment C..

1.13 Incurred Expenses

The State will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.14 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's Proposal to meet the requests of this RFP.

1.15 Multiple or Alternative Proposals

Vendors are encouraged to present multiple proposals if such proposals differ significantly from each other. If more than one proposal is submitted by a single Vendor, the proposals must be of such a different nature that they may be judged as separate voting systems, not simply extensions of each other.

1.16 Right to Know Law Notice

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The Vendor must give specific attention to the clear identification of those portions of its Proposal and/or demonstration that it considers confidential, proprietary commercial information, or trade secrets. Information which is claimed to be confidential is to be placed in the Executive Summary of the Vendor's Proposal.

All members of the State's Evaluation Team will be required to sign nondisclosure agreements with the State that will commit the team members to keep confidential all information received as a result of this solicitation.

1.17 Vendor Responsibilities

The selected Vendor shall be responsible for all products and services required by this RFP. Sub Vendors must be identified and a complete description of their role relative to the Proposals must be included in the Vendor's Proposals.

1.18 Mandatory Contractual Terms

By submitting an offer in response to this RFP, a Vendor, if selected for award, shall be deemed to have accepted the terms of this RFP and its Attachments, including Attachment A, the Contract. Any exceptions to this RFP, its Attachments, or the Contract must be clearly identified in the Executive Summary of the Proposal. A proposal that takes exception to these terms may be rejected.

1.19 Contract Affidavit

All Vendors are advised that if a contract is awarded as a result of this solicitation, the successful Vendor will be required to complete a Contract Affidavit and supply a Certificate of Good Standing or Certificate of Authority from the New Hampshire Department of State. A copy of this Affidavit is included for informational purposes as Attachment B of this RFP. This Affidavit and Certificate must be provided prior to contract signing. It is recommended that any potential Vendor complete registration prior to the due date for receipt of proposals.

1.20 Procurement Method

If the State awards a contract as a result of this RFP, it will award a contract based upon criteria, standards, and weighting identified in this RFP as applied to each element of the Proposal as described in Section 5 of this RFP. The State reserves the right to reject any and all proposals, to amend and reissue the RFP, and to permit Vendors to resolve minor discrepancies following the deadline for final submission.

1.21 Contract Duration

The Contract will be for a base period to extend through January 2007, with a three-year warranty period, and an option of up to five (5) additional, successive two-year maintenance terms. These two-year maintenance terms may be exercised at the State's sole option.

1.22 Contract Type

The State plans to execute a firm fixed price contract as a result of this RFP.

1.23 Non-Visual Access

The Vendor warrants that the information technology to be used by the voters that is offered in response to this RFP:

- a. Provides effective and equivalent use by both visual and non-visual means; and
- b. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use.

1.24 Escrow Agreement for Voting System Software Source Code

The successful Vendor must execute an escrow agreement with the State that is consistent with the sample in Attachment J.

1.25 General Standards and Requirements

The successful Vendor must agree to abide by General Standards and Requirements that are consistent with the sample in Attachment G.

1.26 Delivery Requirements and Quantities

The Vendor is to deliver systems equipment, hardware, software, and necessary components and perform required services to implement the required new voting system by the dates listed in this RFP.

The quantities of required items are specifically subject to change due to redistricting and registration changes. A jurisdiction may request more voting units because of redistricting and registration changes, a need to decrease the ratio of voting units to registered voters, the need to replace non-operative units for reasons that are not the responsibility of the Vendor (reasons not covered under warranty or maintenance), or for any other reason.

1.27 Delivery Timeframe Requirements

1. By December 2005, develop training programs and implementation plans for election officials and other election-related persons.
2. By January 1, 2006, deliver the contracted number of voting units to a storage location within New Hampshire, and the ballot configuration software and other elements of the voting system to the State.
3. During February 2006 and August 2006 assist the State in conducting comprehensive training of state trainers, local election officials, and staff.
4. By March 2006, obtain Ballot Law Commission approval.
5. By July 2006 deliver all contracted voter and election official training documents, video, and materials.

1.28 Work Plan

The Vendor shall submit a Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every month. Any substantive changes to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the contract.

In the event additional time is required by the Vendor to correct Deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the schedule.

1.29 Cost Proposal

The Vendor must submit the Cost Proposal, which should contain all implementation cost information in the format specified in Attachment D. Complete the cost sheets only as provided in the Price Proposal Instructions. Long term costs will be estimated by the State based on the Vendor's Proposal.

1.30 Indicative Payment Schedule

The State plans to make payments in accordance with the following schedule.

Milestones	Option A. For proposals that involve Vendor-supplied stand-alone polling place devices	Option B. For proposals that do not involve Vendor-supplied stand-alone polling place devices
Following execution of the contract and upon receipt and acceptance of the Work Plan	10%	10%
Upon successful completion of pilot testing	10%	25%
Ballot Law Commission approval	10%	10%
For Option A , upon delivery of machines that have been successfully tested in accordance with the approved test plan, and upon delivery of documentation. For Option B , upon completion of successful field testing of the voting system in accordance with the approved test plan, and upon delivery of documentation.	35%	20%
Upon successful completion of testing at March 2006 town elections, and delivery of pilot training and draft training materials.	15%	15%
Upon successful operation of the voting system in the November 2006 general election, and delivery of final training materials.	20%	20%
Total contract payments	100%	100%

Vendors may propose alternative payment schedules in their responses to this RFP.

SECTION 2 - VENDOR MINIMUM REQUIREMENTS

2.1 Legally Required Approval –

Vendors are responsible for understanding and complying with the state laws regarding the approval and certification of voting technology.

NH RSA 656:43: The Ballot Law Commission shall act as a board to examine voting machines and devices for computerized casting and counting of ballots. The commission shall, whenever requested, examine any voting machine or device that may be capable of meeting the requirements for elections held in this state. The commission shall approve such voting machine or device in its discretion, and no voting machine or device shall be used in any election in this state unless it reads the voter's choice on a paper ballot and is of a type so approved by the ballot law commission. Any voting machine or device that is altered must be re-approved before it is used in any election in this state. For the purposes of this section, a machine shall be considered altered if any mechanical or electronic part, hardware, software, or programming has been altered.

The Vendor must:

- a. Demonstrate that the proposed voting system is qualified by NASED/FEC/EAC 2002 Voting System Standards; or
- b. Warrant that the proposed voting system satisfies the requirements for qualification based on the NASED/FEC/EAC 2002 Voting System Standards and demonstrate reasonable progress towards achieving qualification prior to the 2006 federal elections; or
- c. Explain to the satisfaction of the State why a.) or b.) are not legally necessary under the Help America Vote Act of 2002 and the Americans with Disabilities Act.

The system must be approved by the New Hampshire Ballot Law Commission prior to its use at any New Hampshire election. New Hampshire's state approval process is not formally published. Historically, a practical demonstration of the voting system and evidence of its accuracy has been required for approval. Any revisions to the system must be approved by the Ballot Law Commission prior to the system being used at any election. The State anticipates that the Ballot Law Commission will require NASED/EAC qualification or its equivalent in the future. As a result of the compressed implementation timeline, it is anticipated that the State and the successful Vendor will work collaboratively to obtain New Hampshire Ballot Law Commission approval following successful pilot testing.

With respect to Ballot Law Commission approval, the State anticipates the following steps:

- a. The evaluation team recommends its choice of voting system to the Secretary of State.
- b. The Secretary of State contracts with the selected vendor.
- c. Pilot testing is successfully completed.
- d. The Secretary of State refers the recommended voting system to the Ballot Law Commission.
- e. The Vendor of the recommended voting system presents and demonstrates its voting system to the Ballot Law Commission for approval.
- f. The Ballot Law Commission approves or disapproves the recommended voting system.
- g. If disapproved, the Vendor works with the State to remedy the deficiencies which lead to disapproval, and resubmits the system for approval.

SECTION 3 – BACKGROUND

3.1 General Background

3.1.1 In the 2004 Federal and State elections, 147 polling places hand counted their ballots and 162 polling places used one or more precinct-count optical scanning machines to count votes. For local elections, a few towns with optical scanning machines switch to counting ballots by hand to avoid programming costs. In 2004, 30 polling places utilized the Optech IIIP model of precinct count scanning machine and 132 polling places relied upon the Accuvote OS ES-2000 model of precinct count optical scanning machine, using firmware version 1.92t. A version upgrade to 1.94w would be required by 2006 to comply with State law requiring column style ballot for state primaries. (See Attachment I.) Both machine models have been certified by the New Hampshire Ballot Law Commission. The accessible voting system sought by this RFP is intended to continue to allow jurisdictions to use hand counting or optical scanners to count manually marked ballots.

3.1.2 Candidates for local and some state offices file for office with local town or city clerks. All other candidates file for office with the Secretary of State. The Secretary of State prepares ballots for all statewide elections. Municipal clerks prepare ballots for all local elections.

3.1.3 The method of canvassing election results is not fully described in the Elections Procedures Manual. Currently, results from individual optical scan machines and hand counts are tallied by local election officials on a paper form, announced locally, and delivered to the Secretary of State by law enforcement on the morning following the election. This RFP does not anticipate automated canvassing of polling place results.

3.1.4 New Hampshire election procedures are described in detail in the “Election Procedure Manual” published by the Secretary of State. A copy of the manual will be enclosed with the RFP and will be available online at the RFP web site at <http://www.sos.nh.gov/HAVA/index.htm>. New Hampshire elections are conducted by its towns and cities. Polling places vary dramatically in size and character, with single polling places serving populations of registered voters ranging from 15 to over 19,000 voters. See Attachment E, New Hampshire population disability statistics, and Attachment F, registered voters by jurisdiction.

3.1.5 The HAVA State Plan identifies the State’s goals, plans and budget to achieve the requirements of the Help America Vote Act. The 2004 State Plan appears on the web at <http://www.sos.nh.gov/HAVA/index.htm>. The State Plan is in the process of being formally updated in 2005. A draft version of the update is expected to appear on the above web site in June, 2005.

3.1.6 This RFP evaluation pays close attention to long-term costs for both the state and local elections administration. When the Legislature enacted laws to carry out HAVA, it required that “the Secretary of State shall not expend any monies in the election fund unless the balance in the fund following such expenditures shall be at least 20 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002, Public Law 107-252.”

3.2 State Project Management Team

The members of the Project Management Team (“PMT”) are identified below. Additional State staff may participate in the PMT as need arises.

Table A 15.0 – 1 State Project Management Team

Name	Division	Project Team Member	Role and Responsibility
William M. Gardner	SOS Executive, CEO, Project sponsor	Yes	Ultimately responsible for the successful implementation of the Voting System.
David M. Scanlan	SOS Executive	Yes	Project Executive. Chair of HAVA State Committee. Primary contact for changes to scope. Approves project payments. Risk management.
Anthony Stevens	HAVA Coordinator	Yes	Project planning, project strategy, RFP development, promoting project statewide, project control, risk management, contract oversight.
Thomas Manning	Procurement Officer	Yes	Project leadership, project planning; Promoting project to election officials; Developing project approach; Interface with vendors, election officials, and disabilities community. Identifies and managing significant issues and risks. Training lead.
Unassigned	Project Coordinator	Yes	Coordinate Project Implementation; Configuration and testing lead; Coordinate State staff involvement; Identifies risks and escalates topics that cannot be resolved; Ensures proposed process changes are considered by process owners;
Orville (Bud) Fitch II	Department of Justice	Yes	Reviews all documents for legal compliance. Analyses election process protocols, design, and agency interfaces. Assists with change management, training in how protocols interact with state law.
Unassigned	Trainer(s)	No	Training election officials, rollout of units to towns and cities, technical assistance to elections officials.
Dan Cloutier	IT Manager	Yes	He and staff provide IT advice, as they affect IT decisions, interfaces.

Barry Bodell	Dept. of Administrative Services Administrator	No	Oversight of SOS business operations and purchasing staff. A subject matter expert in state budgeting and financial management.
Paula Penney	Business Services	No	SOS Purchasing Manager. SOS procurement policies and procedures.
Sylvia Maguire	Election Officer Liaison	No	Help desk for 236 local jurisdictions.

3.3 Disabilities Access and Voting System Task Force

The Disabilities Access and Voting System Task Force includes the SOS Executive, HAVA Coordinator, Procurement Officer, IT Manager, Project Coordinator, Department of Justice Representative, town and city clerks, moderators, selectmen, business administrators representing town and city IT and management, and representatives from the disabilities community.

The Task Force advises the Project Management Team on strategy, approach and user needs and provides feedback throughout the project.

Since early 2003, the Task Force has met to identify the mission, goals, objectives and needs with respect to HAVA requirements for a voting system for persons with disabilities. The Project Management Team will continue to rely on this user group to evaluate proposals, finalize the business process, and test the system during implementation. Refer to minutes on the Department of State's HAVA web page: <http://www.sos.nh.gov/HAVA/index.htm> The Task Force will continue to act as a liaison with election officials and voters, including those with disabilities.

3.4 Schedule of Elections

Table 3.4-1 Schedule of Elections

Election	Month	2006	2007	2008	2009	2010
Town	March – May	X	X	X	X	X
School	March – May	X	X	X	X	X
City Primary Election (Applies only to Manchester and Nashua)	September		X		X	
City General Election (Applies to 13 cities)	November		X		X	
Presidential Primary	January			X		

State Primary Election	September	X		X		X
State General Election	November	X		X		X

SECTION 4 – PROPOSAL FORMAT

4.1 Proposals

An original, so identified, and fifteen (15) copies of each Proposal are to be submitted to the procurement officer.

4.2 Proposal Submission Requirements

Vendors are permitted to submit multiple proposals in response to this RFP.

4.3 Proposal Format

Proposals should follow the following format:

- a. Each page of a Proposal should include a page number/total pages and identification of the Vendor in the page footer. All pages of the Proposal must be consecutively numbered from beginning to end.
- b. Each Section of the Proposal should be separated by tabs.

4.4 Proposal Organization

Proposals must adhere to the following outline and must not include items not identified in the outline.

- a. Cover Page
- b. Transmittal Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to System Requirements
- g. Section IV: Narrative Responses on Long-term Cost Topics
- h. Section V: Narrative Responses on Usability Topics
- i. Section VI: Narrative Responses on Software Topics
- j. Section VII: Narrative Responses on Vendor Management, Experience and Capability Topics
- k. Section VIII: Cost Proposal

4.5 Proposal Content

Proposals must contain the following:

4.5.1 Cover Page

The first page of the Vendor's Proposal must be a cover page containing the following text:

STATE OF NEW HAMPSHIRE

Department of State

RESPONSE TO SOS RFP 2005-003 Voting System Equipped for Accessibility

The cover page must include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and e-mail address. It must also include the closing date and time for receipt of the proposals on the outside of the package.

4.5.2 Transmittal Letter

All proposals submitted in response to this RFP must be accompanied by a transmittal letter that includes:

- a. Vendor's legal name and any other name under which the Vendor does business; mailing address; street address (for courier or other mail services); name and title of individual who will sign the contract; name and title of the company contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;
- b. A statement that the individual who signs the transmittal letter is authorized to commit the company;
- c. A statement that the Proposal is effective for a period of two hundred seventy (270) days or the date the contract takes effect, whichever is later;
- d. A guarantee that prices quoted in the Proposal were established without collusion with other Vendors and without an effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
- e. Acknowledgement that the Vendor has read this RFP and subsequent amendments (addendums), if any, of which subsequent addendums must be identified; and
- f. A statement confirming that the Vendor has reviewed and agreed to be bound by the State's Terms and Conditions in Attachment A herein, which shall form the basis of any contract resulting from this RFP.

4.5.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Sections 4.3, Proposal Format and Section 4.4: Proposal Organization, but should provide greater detail.

4.5.4 Section I: Executive Summary

The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor will satisfy the minimum standards for consideration. The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal. Vendors must indicate all exceptions taken to the requirements of this RFP and Attachments. Vendors must declare which sections of the Proposal are confidential or proprietary.

Warning: Exceptions to terms, conditions or requirements in this RFP may result in having the proposal deemed unacceptable.

4.5.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms and abbreviations used in its Proposal.

4.5.6 Sections III: Responses to System Requirements

System Requirements are referred to in Section 1.1, Summary Statement, and Section 2.0, Vendor Minimum Requirements. The Vendor shall define the solution, and identify each item of equipment, software and service the Vendor is proposing, including model number, version and revision number of the software. The Vendor shall indicate whether:

- a. the proposed model and version identical to the model and version that were tested by an ITA; and
- b. the software version tested by the ITA is on file in the NIST Software Library, if applicable.

4.5.7 Sections IV through VII: Topics for Mandatory Narrative Responses

Narrative descriptions of topics addressing long-term costs, usability, software, and vendor management contained in the Proposal must be in the form of responses to topics identified in Attachment H. Page limitations appear in Attachment H, Table 1.0 which is organized into four sets of topics that correspond to sections of the Proposal.

Section H 2.1 of Attachment H provides long-term costs topics. Responses to these topics must be placed in Section IV of a Proposal.

Section M 2.2 of Attachment H provides usability topics. Responses to these topics must be placed in Section V of a Proposal.

Section M 2.3 of Attachment H provides software topics. Responses to these topics must be placed in Section VI of a Proposal.

Section M 2.4 of Attachment H provides vendor management, experience and capability topics. Responses to these topics must be placed in Section VII of a Proposal.

The State may distribute topics among several teams for evaluation. Consequently, compliance with these standards is essential.

Vendors must include an Appendix to a topic if an Appendix is identified as “mandatory” in Attachment H, Section 1.0. Vendors may include an Appendix to a topic if an Appendix is identified as “optional” in Attachment H, Section 1.0. Vendors shall not include an Appendix to a topic if an Appendix is not identified as “mandatory” or “optional” in Attachment H, Section 1.0. If the Vendor provides an Appendix in its Proposal, it must be placed immediately after the response to the topic.

4.5.10 Section VIII: Cost Proposal

The Cost Proposal must include the following:

Activities/Deliverables/Milestones Pricing Worksheet prepared using the format provided in Table D 1.0-1 of Attachment D. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Proposed Position – Initial Contract Term Vendor Rates Worksheet prepared using the format provided in Table D 2.0-1 of Attachment D. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Proposed Vendor Staff and Resource Hours Worksheet prepared using the format provided in Table D 3.0-1 of Attachment D. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Future Vendor Rates Worksheet prepared using the format provided in Table D 4.0-1 of Attachment D. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Hardware and Software Licensing, Maintenance, and Support Pricing Worksheet prepared using the format provided in Table D 5.0-1 of Attachment D. Complete Pricing Worksheet and any discussion necessary to ensure understanding of data provided.

Proposed State Staff and Resource Hours Worksheet prepared using the format provided in Table D 6.0-1 of Attachment D. Complete worksheet and provide any discussion necessary to ensure understanding of data provided.

Optional Software and Services Worksheet, at the Vendor's option, prepared using the format provided in Table D 7.0-1 of Attachment D. Complete option selected on the worksheet and provide any discussion necessary to ensure understanding of the data provided.

Recurring Costs, Per Election Type Worksheet prepared using the format provided in Table D 8.0-1 of Attachment D. Complete worksheet and provide any discussion necessary to ensure understanding of data provided.

Background on Costs prepared using the format provided in Section D 9.0 of Attachment D. Provide any discussion necessary to ensure understanding of data provided.

Section 5 - PROPOSAL EVALUATION PROCESS

5.1 Evaluation Overview; Rights of the State in Evaluating Proposals

Proposals will be reviewed to initially determine if minimum submission requirements have been met. Upon receipt, the proposal information will be disclosed to a selected group of individuals known as the evaluation team. Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, and product demonstrations/evaluations. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award. Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all of the evaluation factors, may be selected by the State for further action.

The State reserves the right to:

- a. Consider any source of information in evaluating proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all proposals at any time.
- d. Seek a "best and final offer" from Vendors submitting acceptable proposals, which will give Vendors the opportunity to lower their cost proposal.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

5.2 Evaluation Steps

The State plans to use the following multi-tiered process for evaluation:

- a. Initial Screening;
- b. Preliminary Evaluation and Background Checks;
- c. Oral Interviews and Product Demonstrations; and
- d. Final Evaluation

5.2.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with the following:

- a. Submission requirements as stated herein
- b. Proposal will afford most voters with disabilities the opportunity to mark a ballot privately and independently
- c. Agreement to the State's terms and conditions

A proposal that fails to satisfy a), b), or c) above may be rejected without further consideration. However, the State reserves the right to consider any proposal that is submitted.

5.2.2 Preliminary Evaluation and Background Checks

The State will establish at least one (1) evaluation team to evaluate proposals in the manner further described herein.

5.2.3 Oral Interviews and Product Demonstrations

All Vendors who plan to submit proposals are asked to immediately schedule a demonstration and oral presentation. (See Attachment C, Letter of Intent.) Vendors may withdraw at a later date and the demonstration will be canceled if the Vendor fails the initial screening. The purpose of oral presentations and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors should adhere to the basic substance of their Proposals during oral presentations and product demonstrations. For each Vendor, the oral presentation may last up to one day. The vendor will be required to make a prototype of the voting system available for test use by the evaluation team for a minimum of two weeks following the oral presentation. Information gained from oral presentations and product demonstrations will be used to refine scores assigned from the initial review of the proposals.

5.2.4 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor proposals and information gathering.

5.3 Proposal Evaluation

The State will select a Vendor based upon the criteria and standards contained in this RFP. Oral presentations, product demonstrations, and reference checks will be used to refine and finalize scores. Qualified Proposals will be scored on the basis of the criteria below. The State will use a scoring scale of 100 points, which shall be applied to the solution as a whole. Points will be distributed among four (4) factors:

- a. 40 points - Cost;
- b. 40 points - Usability;
- c. 10 points – Software; and
- d. 10 points - Vendor Management, Experience and Capability.
- e. 100 points - Total Possible Score.

5.3.1 Scoring of Cost

Forty (40) points are allocated for scoring of the Cost. These points will be distributed among two sub-factors: Implementation Costs; Long-term Costs.

Vendor's Cost Score = (State's Estimated Lowest Vendor Cost / State's Estimated Vendor's Cost) x 40

For the purpose of this formula, the 'State's Estimated Lowest Vendor Cost' is defined as the lowest vendor cost, as estimated by the State, which estimate will consider implementation and long-term costs proposed by a Vendor. 'State's Estimated Vendor's Cost' is defined as the Vendor's cost, as estimated by the State, which estimate will consider implementation and long-term costs proposed by the Vendor.

5.3.1.1 Implementation Costs

The State will consider the implementation costs specified by the Vendor in Attachment D, as well as other implementation costs that the State determines to be necessary.

5.3.1.2 Long-term Costs

With reference to Section 3.1.6, General Background, the State will estimate long-term costs based on the entire Vendor's Proposal, including Attachment H 2.1 and Attachments D 5.0 and D 7.0. Attachment H2.1 addresses the following costs:

- a. Ballot Configuration for Elections
- b. Consumable Supplies
- c. Logic & Accuracy Testing/Pre-election Testing
- d. Other Testing
- e. Training- officials
- f. Training - voters
- g. Annual Maintenance
- h. Delivery
- i. Utility Requirements
- j. Repairs
- k. Local Election Official Support
- l. Incremental Human Resource Requirements
- m. Annual License Costs
- n. Replacement cost of a voting system
- o. Other costs

5.3.2 Scoring of Usability

Forty (40) points are allocated for scoring of Voting System Usability. Scoring will be based on the following sub-factors, as discussed herein: Accuracy, Quality of Printed Record, Audit, Power Back-up System, Ease of Use - Voters, Ease of Use - Election Officials, Configuration for Elections, Election Official Training and Voter Education, Warranty and Support and System Documentation, Vendor Election Administration Support, Requirements for Modifications and Replacements, Reporting and Complaint Resolutions, Compatibility with Optical Scanners, System Throughput, Storage and Transportation, and Post Warranty Maintenance of Equipment and Software.

5.3.3 Scoring of Software

Ten (10) points are allocated for scoring of Software. Scoring will be based on the following sub-factors, as discussed herein: Tampering, Methods of Detecting and Preventing Fraud, Updated Software/Security Patches, Company Security, System Security, Voting System Standards, Certification and Testing, Commercial-Off-The-Shelf (COTS) Components, Product Literature, Software Architecture, Software Releases, System Assurance, and Software Documentation Review, and Software and Equipment Testing.

5.3.4 Scoring of Vendor Management, Experience and Capability

Ten (10) points are allocated for scoring of Vendor Management, Experience and Capability. Scoring will be based on the following sub-factors, as discussed herein: Vendor Experience, Vendor Organization, References, Vendor Capacity, Financial Capability, Legal or De-Certification Actions Summary, Work Plan, Project Management and Staffing Capability, and Sub Vendors.

5.3.5 Optional Services and Software

The State is seeking information and pricing for the Optional Software and Services, which are identified in Attachment D, which include the following:

- a. Cost for each additional voting system to be located in a polling place.
- b. Cost of 180 precinct count optical scan ballot counting devices for plain paper ballots.
- c. Cost of each additional precinct count optical scan ballot counting device for plain paper ballots.
- d. A phone/facsimile system connected to a central system
- e. Training assistance for local election officials
- f. Ongoing ballot configuration services to state and towns/cities.
- g. Cost to provide on-site support by stationing five strategically placed technical support personnel throughout the State, on November 6th and 7th 2006, (Election Day and the day before).

Vendors may elect to complete the optional narratives and make price proposals associated with these topics. The State reserves the right to purchase option(s) independently of its decision to acquire the solution. However, if two or more proposals for the voting system are essentially equal, the proposals and pricing for Optional Software, Hardware, and Services may be considered by the State when it makes the final award.

Section 6 – GENERAL CONTRACT REQUIREMENTS

6.1 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing, except for user acceptance testing as described herein, subject to State guidance and approval.

All vendor responsibility regarding testing and acceptance addressed herein shall apply to testing the voting system as a whole and its discrete parts (e.g., software and hardware modules or functions). This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all Deficiencies and support all required re-testing as described below.

The State contemplates three distinct testing components. First, user acceptance testing will be done on any software to be used by the state and election officials, including but not limited to, the election programming software. Second, if the Proposal includes individual units of hardware to be located at each polling place, a system must be proposed for pre-delivery testing of the functionality of each individual unit. Third, both the software and hardware must have an integrated election cycle testing procedure, testing that will be conducted by the state and/or local election officials as part of the preparation for each election, to ensure that each individual unit is functioning properly and has been correctly programmed for the election and polling place where it will be used. This section of the RFP applies to the first testing requirement, user acceptance testing.

6.1.1 Testing

6.1.1.1 Time Allocated to Testing Activities

As identified in the Test Plan and documented in the Work Plan, State testing will commence upon the Vendor's Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State is concerned about the amount of time that will be allocated to testing. It is crucial that State training and testing activities not be abbreviated in order to meet project implementation schedules. The Vendor must disclose in their Proposal the scheduling assumptions used in regard to State efforts and duration required for testing.

6.1.1.2 Vendor Responsibilities

6.1.1.2.1 Test Planning and Preparation

The Vendor will bear all responsibilities for the full suite of test planning and preparation throughout the project.

These responsibilities include the identification, preparation, and documentation of all test plans, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, regression testing, and expected results. (The State will supply test ballots and data.) See Attachment I, Ballot Styles. The State will provide in electronic and/or paper format, election data for typical New Hampshire elections. The Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. In summary, the State will be presented with a Test Plan, all test variants, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.

In its Proposal, the Vendor is to include its proposed Test Plan methodology. After contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the project and include the details of its Test Plan methodology in the detailed project Work Plan (the first project deliverable).

6.1.1.3 State Testing

6.1.1.3.1 Test Plan

The Test Plan will guide all testing. The testing will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist the State with testing as requested by the State, at no additional cost. Within five (5) business days of receiving certification from the Vendor that the Voting System is installed, complete and ready for State testing, and the State's personnel having been trained, the State will commence system acceptance tests. The Vendor must assist the State with such tests as reasonably requested by the State at no additional cost to the State.

6.1.1.3.2 State System Testing and Integration Testing

The Systems and Integration testing includes all the discrete parts and the System as a whole. The State will conduct System and Integration testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the voting system.

6.1.1.3.3 State User Acceptance Testing

The State will conduct User Acceptance Testing (UAT), utilizing test data, as identified in the Test Plan, to validate reports, conducting performance testing, and any other final actions expected of the Vendor-provided Voting System. Upon successful conclusion of UAT, a Letter of Acceptance will be issued by the State as described in Section 6.2.8, Warranty Period.

6.1.1.4 Failure of Test; Retesting

For each failure of acceptance tests the State will notify the Vendor, in writing, in what respects the testing failed.

The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure, when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

For each minor failure of an acceptance test, (e.g., a temporary work around or cosmetic change is required), the acceptance period shall be extended by the corresponding time.

If there is a significant failure of the Voting System Software, (e.g., it becomes unusable in whole or in part), then the test period may start over, at the sole discretion of the State.

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire Voting System fails the acceptance test, the State may, at its option: 1) terminate the contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of all acceptance testing under the Contract.

6.2 Warranty

6.2.1. System

The Vendor shall warrant that the Voting System shall operate to conform to the specifications, terms, and requirements of the Contract, including but not limited to all Voting System elements, i.e., the software, hardware, and any interfaces.

6.2.2 Software

The Vendor shall warrant that the voting system furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

6.2.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all services, equipment, and Voting System Hardware and Software provided under this contract, and that such services, equipment, and the Voting System Hardware and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

6.2.4 Viruses; Destructive Programming

The Vendor shall warrant that the Voting System Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Voting System Hardware or Software.

6.2.5 Compatibility

The Vendor shall warrant that the Voting System including any replacement or upgraded Voting System provided by the Vendor to correct Deficiencies or as an enhancement, shall operate without loss of any functionality.

6.2.6 Services

The Vendor shall warrant that all services to be provided under the Contract will be provided in a professional manner in accordance with industry standards; that services will comply with performance standards; and that time is of the essence in connection with the Vendor's performance of all its obligations under the Contract.

6.2.7 Warranty Services

The Vendor shall agree to maintain, repair, and correct Deficiencies in the Voting System, during the Warranty Period, at no additional cost to the State, including without limitation, correcting all errors, and design defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient voting system Hardware, Software, and documentation.

Warranty services shall include, without limitation, the following:

- a. Maintain the Voting System in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the Voting System or any portion thereof so that the Voting System operates in accordance with the specifications, terms, and requirements of the Contract;
- c. Given that the Vendor will support State technical staff, and the State staff will support the end users, the Vendor must have available to the Secretary of State on-call telephone or email assistance with responses within one (1) hour of telephone request or within one (1) hour of email receipt according to the following schedule:
 - 1) during the three weeks prior to the election and on election day – twenty (20) hours per day and seven (7) days per week. Refer to Table 3.4-1 in Section 3.4, Schedule of Elections.
 - 2) otherwise- between 8 AM and 4:30 PM Monday - Friday
- d. Diagnostic services within four (4) business hours of a request (on-site or remote, as required);
- e. Maintain and make available to the State a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all warranty services calls, the Vendor shall ensure the following information will be collected, maintained, and disclosed to the State:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale software or hardware failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Voting System Software; 2) diagnosis of the root cause of the problem; and 3)

- identification of repeat calls or repeat Voting System hardware or software problems; and
- h. All Deficiencies found during the warranty period and all Deficiencies found with the releases provided pursuant to the warranty and/or maintenance agreement shall be corrected by the Vendor no later than fifteen (15) business days, unless specifically extended in writing by the State and at no additional cost to the State. (See Section 6.1.1.4.: Failure of Test; Retesting.)

In the event the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period. (See Section 6.2.8, Warranty Period, below.)

6.2.8 Warranty Period

The warranty period will commence upon Vendor's receipt of the State's Letter of Acceptance and will continue for thirty-six (36) months.

6.3 Hardware and Software Maintenance and Support

The Vendor will support State staff and State staff will support the end users. The Vendor must provide the following minimum software and services throughout the Contract period, and for each two-year increment agreed to by the State:

- a. Voting System Software releases (patches, fixes) as part of the software licensing maintenance agreement;
- b. The Vendor must have available to the State on-call telephone or email assistance with responses within one (1) hour of request;
- c. During the three week period prior to the election and on election day – twenty (20) hours per day and seven (7) days per week
- d. Otherwise - between 8 AM and 4:30 PM five days a week;
- e. Diagnostic services within four (4) business hours of a request (on-site or remote, as required);
- f. Repair or replace the Voting System or any portion thereof so that the Voting System operates in accordance with the specifications, terms, and requirements of the Contract
- g. Document and deliver to the State a record of the maintenance performed for the State;
- h. For all maintenance services calls, the State expects the following information to be collected, maintained, and disclosed to the State upon request:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;

- 4) expected and actual completion time; and
- 5) Deficiency resolution information.

The Vendor must work with the State to identify and troubleshoot potentially large-scale hardware or software failures and Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the hardware or software; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat hardware or software problems.

LIST OF ATTACHMENTS

ATTACHMENT A – CONTRACT - is the basis for the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, a contract must be agreed to, completed, signed and returned by the State and the selected Vendor, following notification of proposed contract award.

ATTACHMENT B – CONTRACT AFFIDAVIT – This form is recommended, but not required, at proposal submission time. It shall be submitted by the selected Vendor within five days of notification of Contract award.

ATTACHMENT C – LETTER OF INTENT AND VENDOR CONFERENCE RESPONSE FORM. It is requested that this form be completed and submitted by potential Vendors.

ATTACHMENT D – PRICE PROPOSAL FORM - Price Proposal forms must be completed and submitted.

ATTACHMENT E – NH POPULATION DISABILITY STATISTICS

ATTACHMENT F – TOWN/CITY/PLACES ORGANIZED FOR VOTING

ATTACHMENT G – GENERAL STANDARDS AND REQUIREMENTS

ATTACHMENT H – TOPICS REQUIRING NARRATIVE RESPONSE

ATTACHMENT I – BALLOT STYLES

ATTACHMENT J – SOFTWARE ESCROW AGREEMENT

ATTACHMENT K – GRANT ASSURANCES & AUDIT, INSPECTION AND MONITORING

Attachment A – Terms and Conditions

The following Terms and Conditions shall constitute the basis for any contract resulting from the RFP.

STATE OF NEW HAMPSHIRE **TERMS AND CONDITIONS**

1 Parties and Signatures

1.1 State Agency Name: New Hampshire Department of State	1.2 State Agency Address: Department of State, Election Division State House, Room 204 107 North State Street Concord, New Hampshire 03301-4989
1.3 Contractor Name:	1.4 Contractor Address:
1.5 Price Limitation:	1.6 Completion Date:
1.7 Contracting Officer for State Agency: William M. Gardner Secretary of State	1.8 State Agency Telephone Number: (603) 271-3242
1.9 Contractor Signature	1.10 Name and Title of Contractor Signature:
1.11 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.10, or satisfactorily proven to be the person whose name is signed in block 1.9, and acknowledged that s/he executed this document in the capacity indicated in block 1.10.	
1.11.1 Signature of Notary Public or Justice of the Peace	
1.12 State Agency Signature(s):	1.12 Name and Title William M. Gardner, Secretary of State
1.13 Approved by Attorney General (Form, Substance, and Execution)	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 (the “State”), engages the Contractor identified in block 1.3 (the “Contractor”) to perform, and the Contractor shall perform, that work or sale of goods or both, identified and more particularly described in Contract Exhibit A incorporated herein (“the Services”).

3. EFFECTIVE DATE: COMPLETION OF SERVICES.

- 3.1 The Contract, and all obligations of the parties, shall become effective on the date the Secretary of State and other interested parties sign this Contract. (the “Effective Date”).

4. CONDITIONAL NATURE OF CONTRACT.

Notwithstanding anything in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account identified for the Help America Vote Act in PAU 01-05-02-02, Object Class 90, are reduced or unavailable. State law requires that the Secretary of State shall not expend any monies in the election fund unless the balance in the fund following such expenditures shall be at least 20 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002. Such programs include a requirement to complete the Statewide Voter Registration System.

Funds have been appropriated to the Election Fund sufficient to fund the state’s initial obligation under this contract. It is anticipated that the appropriated funds are also sufficient to fund the ongoing maintenance required under the initial term and available as options under the provisions allowing extended periods of maintenance, however, should unforeseen changes in law occur, the State reserves the right, pursuant to this clause, to terminate future maintenance should funds no longer be available.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B of the Contract.
- 5.2 The payment by the State of the contract price shall be the only, and the complete reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the services provided under the Contract. The State shall have no liability to the Contractor other than the contract price.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

- 5.4 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of set forth in section 1.5.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS:
EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.

6.2 During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, disability or national origin and will take affirmative action to prevent such discrimination.

6.3 This Contract is funded by monies of the United States, therefore, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

6.4 The Contractor shall comply with the provisions of NH RSA 15:1-a Prohibited Activities which reads:

I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.

II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

6.5 The Contractor will comply with Grant Assurances and Audit, Inspection, and Monitoring Requirements in RFP Attachment K.

7. PERSONNEL

7.1 The performance of the Contractor's obligations under the Contract shall be carried out by the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. The Contractor warrants that all personnel engaged in the services shall be qualified to

perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default ("Events of Default"):

8.1.1 Failure to perform the services furnished under the Contract satisfactorily or on schedule; or

8.1.2 Failure to submit any report required by and in accordance with the Contract; or

8.1.3 Failure to perform any other covenant or condition of the Contract.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time by the State, thirty (30) days from the certified date of delivery of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and suspend and withhold all payments to be made under the Contract without work stoppage and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default;

8.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

8.3 If in the judgment of the State the Contractor's default is not so substantial as to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with Contractor's continued performance, the State may at its discretion

provide or procure services reasonably necessary to cure the default, and Contractor shall reimburse the State for the reasonable cost of such services. Contractor must cooperate with the State and provide resources in any such efforts to cure the default.

8.4 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any one or more remedies shall not constitute a waiver of its right to pursue other available remedies.

8.5 The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price. This limitation shall not include the Contractor's indemnification obligations under section 18 hereunder and the following:

- (a) death, bodily injury or damage to real or personal property;
- (b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
- (c) losses accruing to any and all Contractors, subcontractors, materialsmen, laborers or any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract;
- (d) personal injury;
- (e) disclosure of confidential information; and,
- (f) failure to meet any applicable statutes, regulations, codes or guidelines.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Contract.

9. TERMINATION FOR CONVENIENCE

The State may, at its sole discretion terminate the Contract, in whole or part, by thirty (30) days notice to the Contractor. If this Contract is so terminated, the State is liable only for payments required by the terms of this Contract for Hardware, Software and Services for which the State has given its Acceptance.

During the thirty (30) day period, the Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. If this Agreement is so terminated, the State shall be liable only for payment in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State.

10. TERMINATION FOR CONFLICT OF INTEREST

The State may terminate this Contract if there is a violation of applicable laws and regulations regarding ethics in public acquisitions and procurement and performance of contracts. If the Contract is terminated pursuant to a violation by the Contractor, the State may pursue the same

remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

11. TERMINATION PROCEDURE

Upon termination of the Contract, the State, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the State any property, including Software and Non-software Deliverables, for such part of this Contract as has been completed.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a.) Stop work under this Contract on the date, and to the extent specified, in the notice;
- b.) Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- c.) Promptly, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d.) Complete performance of such part of the Contract that has not been terminated by the State;
- e.) Take such action as the State directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of the Contractor and in which the State has an interest;
- f.) Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- g.) Provide written certification to the State that the Contractor has surrendered to the State all said property.

12. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION

- 12.1 As used in the Contract, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 12.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Contract for any reason.
- 12.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

13. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

14. INFORMATION

13.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for Contractor's performance under the Contract.

13.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

13.3 Any disclosure of the State's information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

13.4 In the event of unauthorized use or disclosure of the State's information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

13.5 Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential or proprietary, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any liability to the Contractor.

13.6 This section shall survive the termination of the Contract.

15. CHANGE OF OWNERSHIP.

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing the Contract under the Contract with the

Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the State, or immediately terminating the Contract.

16. CONTRACTOR'S RELATION TO THE STATE.

In the performance of the Contract the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

17. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

17.1 Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. The State reserves the right to require that the Contractor submit for the State's prior approval all contractual and other relevant documentation relating to the subcontractor's performance of obligations required under the Contract and to include terms consistent with the terms and conditions of this Contract as deemed necessary and appropriate by the State. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.

17.3 Any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State that may arise from any breach of the provisions of the Contract or warranties made in the Contract. The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether subcontractors, assignees, delegates or other transferees are used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

18. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

This covenant shall survive the termination of the Contract.

19. INSURANCE AND BOND.

19.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

19.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

19.2 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

20. WAIVER OF BREACH.

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of giving notice of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

21. NOTICE.

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

[Name]
[Address]
[City,Town][zip]
[telephone number]

TO STATE:

State of New Hampshire
Department of State
State House, Room 204
Concord NH 03301-4989
(603) 271-5335

22. AMENDMENT.

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Secretary of State of the State of New Hampshire.

23. CONSTRUCTION OF CONTRACT AND TERMS.

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

24. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

25. HEADINGS.

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

26. ENTIRE CONTRACT.

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

Attachment B – Contract Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(Title)

And the duly authorized representative of

(Business)

And that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Revised Statutes Annotated of New Hampshire, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the New Hampshire Secretary of States Office, and that the name and address of its resident agent filed with the Secretary of State's Office is:

Name:

Address:

As a condition of contract award, the Vendor must furnish a Certificate of Authority or Certificate of Good Standing dated after April 1, 2005, from the Office of the Secretary of State of New Hampshire. If the Vendor's company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

If Vendor's company is registered, a certification thereof may be obtained from the Secretary of State.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____
Signature

(Authorized Representative and Affidavit)

Attachment C – Letter of Intent

INDICATIVE LETTER OF INTENT AND VENDOR CONFERENCE RESPONSE FORM

Vendor: _____

This constitutes an indicative letter of intent on the part of the above-listed Vendor to respond to this Request for Proposals.

A non-mandatory Vendor Conference will be held at 12:30 PM Local Time on June 15, 2005 at offices designated as “Department of Revenue Administration” at 57 Regional Drive, Concord, New Hampshire. Please return this form by mail, facsimile or email no later than June 9, 2005 advising whether or not you plan to attend.

Mail to: Procurement Officer
State House Room 204
107 North Main Street
Concord, NH 03301

Email: NHVotes@sos.nh.us
Telephone: (603) 271-8245
Facsimile: (603) 271-8242

Please indicate:

_____ Yes, the following representative(s) will be in attendance:

1. _____

2. _____

3. _____

_____ No, we will not be in attendance.

Please reserve the following date for our **Solution Demonstration and Oral Presentation** (Please see Section 1.5, Schedule of Events.): _____ or _____
First Choice Second Choice

Signature

Title

For directions to the meeting site, you may contact Thomas F. Manning at NHVotes@sos.nh.us

If there is a need for **sign language interpretation and/or other special accommodations** due to a disability, it is requested that at least five days advance notice be provided. The State will make reasonable efforts to provide such special accommodation.

Attachment D - Pricing Worksheets

A Vendor's Implementation Cost Proposal must be based on the worksheets formatted as described in this attachment. Long-term costs will be estimated from information provided throughout the Proposal.

D 1.0 Activities/Deliverables/Milestones Pricing Worksheet

The Vendor must include the Firm Fixed Price (FFP) for hardware, software and services. The following format must be used to provide this information. A fixed price must be provided for each activity, deliverable, and milestone herein, except that a Vendor must elect to include a price for Option A, Option B, or both, under "System Delivery."

Table D 1.0–1: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Initiation Phase					
Project Work Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Pilot Testing					
Successful completion of pilot testing	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Ballot Law Commission Approval					
Ballot Law Commission approval	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
System Delivery					
Option A. For proposals that involve Vendor-supplied stand-alone polling place devices, State acceptance of machines, tested in accordance with the approved test plan and delivered to the State.	Hardware/Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Option B. For proposals that do not involve Vendor-supplied stand-alone polling place devices, completion of successful field testing of the voting system in accordance with the approved test plan.	Hardware/Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Delivery of documentation (delivery or escrow of source code)	Written/Software	MM/DD/YY	0.00%	\$0.00	\$0.00
March 2006 Local Elections					
Successful completion of testing at March 2006 town elections	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Pilot training and presentation of draft training materials	Written/Service	MM/DD/YY	0.00%	\$0.00	\$0.00
General Election 2006					
Successful operation of the voting system in the November, 2006 General Election	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Delivery of final training materials	Written and/or other media	MM/DD/YY	0.00%	\$0.00	\$0.00

D 2.0 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by Vendor staff. Include hours and rates for all staff that will hold the title on the Vendor project team through initial contract completion.

Table D 2.0–1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Number of Staff	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1				
Position #2				
Position #3				
				Total

D 3.0 Proposed Vendor Staff and Resource Hours Worksheet

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the project, covering areas such as contract management, technical training, and technical support. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase and hours and should be designated as on or off site.

Table D 3.0–1: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Location	Phase				Control & Close Out	Total
			Initiation	Configuration	Pilot	Implementation		
Project Manager		On Site						
		Off Site						
Position 1		On Site						
		Off Site						
Position 2		On Site						
		Off Site						
Position 3		On Site						
		Off Site						
Total		On Site						
		Off Site						

D 4.0 Future Vendor Rates Worksheet

The State may request additional services from the selected Vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. “SFY” refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F 4.0-1: Future Vendor Rates Worksheet

Position Title	SFY 2006	SFY 2007	SFY 2008	SFY 2009
Project Manager				
Local Election Official Trainer				
Help Desk Support Specialist for Local Election Official				
Technical Support Staff				

D 5.0 Licensing, Maintenance & Support Pricing Worksheet

For software licensing, maintenance, and support costs, complete a worksheet based on the following model. All costs must be included in the table.

Table D 5.0-1: Hardware and Software Licensing, Maintenance, and Support Pricing Worksheet

Function	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)				
		Year				
		1-2	3-4	5-6	7-8	Total:
Mandatory Functions – Prices Required						
Hardware and software patches and fixes						
Upgrades and New Releases of Software						
Hardware and software maintenance and support						
Other						

D 6.0 Proposed State Staff and Resource Hours

The Vendor must use the following table to estimate the state and local election administration resource requirements to carry out state primary and general elections in 2006 and presidential primary, state primary and general elections in 2008:

Table D 6.0-1: Proposed State Staff and Resource Hours Worksheet

Title	Name	Location	Phase
Project Manager			
Position 1			
Position 2			
Position 3			
Total			

D 7.0 Optional Software and Services Worksheet

Table D 7.0-1 Optional Software and Services Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Cost of each additional voting system to be located in a polling place	Software/ Hardware	MM/DD/YY	0.00%	\$0.00	\$0.00
Cost of 180 Precinct Count Optical Scan Ballot Counting Devices for Plain Paper Ballots	Software/ Hardware	MM/DD/YY	0.00%	\$0.00	\$0.00
Cost of each Additional Precinct Count Optical Scan Ballot Counting Device for Plain Paper Ballots	Software/ Hardware	MM/DD/YY	0.00%	\$0.00	\$0.00
Phone/Facsimile System Connected to a Central System	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Training Assistance for Local Election Officials	Written/ Service	MM/DD/YY	0.00%	\$0.00	\$0.00
Ongoing ballot configuration services to state and towns	Services	MM/DD/YY	0.00%	\$0.00	\$0.00
Cost to provide on-site support by stationing five strategically placed technical support personnel throughout the State, on November 6 th and 7 th 2006, (Election Day and the day before).	Service	MM/DD/YY	0.00%	\$0.00	\$0.00

D 8.0 Recurring Costs, per Election Type Worksheet

Relying on the ballot styles in Attachment I, Vendors should use Table 8.0-1 to estimate specific State costs and labor for the types of elections identified. Vendors should indicate whether the estimate is based on services provided by a private vendor, or the State and/or towns and cities. If the Vendor is proposing to provide ballot configuration services for the State and towns/cities, the Vendor should explain this approach in this Section and enable this chart to be reconciled with the Vendor's proposal in Section 7.0 of this Attachment. The State may elect to retain the Vendor to provide these services, based on these cost estimates.

Table D 8.0-1: Recurring configuration costs, per election type

	Town/City Election – Atkinson	School Election – Timberlane Atkinson	State Primary Election - Merrimack	State General Election - Concord	Presidential Primary Election – Derry
Cost to configure the voting system for one polling place:					
Cost to configure the voting system for 309 different polling places:					
Estimated number of human resource hours to configure the voting system for one polling place:					
Estimated number of human resource hours to configure the voting system for 309 different polling places:					
Cost to program recorded audio using synthesized voice:					
Cost to program recorded audio using human recorded voice:					

D 9.0 Background on Costs

With respect to ballot styles reflected in Attachment I, please respond to the following:

1. Provide the prices that the Vendor would charge per election per polling place unit to replace, replenish, or refresh consumable supplies assuming that 20 voters use the voting system in an election.

Provide list of the consumable supplies and their cost:

- a.) Ink/toner
- b.) Paper
- c.) Batteries
- d.) Other

2. Estimate the time required for a local election official to conduct the pre-election Logic and Accuracy Testing that the proposed Voting System would require before each use.

3. Estimate the number of hours required to train a local election official to configure the proposed Voting System for a local election.
4. Estimate the number of hours required to train a local election official to set up, operate, and close down the proposed Voting System for an election.
5. Estimate the number of hours required to retrain/refresh train a local election official who has been previously trained in how to set up, operate, and close down the proposed Voting System.
6. Estimate the number of minutes required to train a voter on how to use the proposed Voting System.

Attachment E – Disability Statistics

NEW HAMPSHIRE POPULATION DISABILITY STATISTICS 2003

Source: Tabulations by the Center for PAS from the 2003 American Community Survey (ACS).

http://pascenter.org/state_based_stats/state_statistics_2003.php?state=newhamshire

Subject	Population (Thousands)	With a disability (Thousands)	With a disability (Percent)	With a self-care difficulty (Thousands)	With a self-care difficulty (Percent)
Total in New Hampshire (ages 5 and over)	1,179	155	13.1%	24	2.0%
Disability Type					
Sensory		46		7	16.4%
Mobility		86		22	25.2%
Cognitive		54		11	21.0%
Self-care		24		24	
Leaving the home		37		17	45.9%
Work disability		77		19	25.2%
Gender					
Male	582	75	12.9%	12	2.0%
Female	598	80	13.3%	12	2.0%
Age					
Children (5-17)	232	14	6.2%	1	0.4%
5-15	194	11	5.9%	1	0.4%
16-17	37	3	7.7%	<0.5	0.6%
Working Ages (18-64)	805	82	10.1%	12	1.5%
18-44	468	32	6.9%	4	0.9%
45-64	337	49	14.6%	8	2.4%
Elderly (65+)	143	59	41.4%	10	7.2%
65-74	78	26	33.4%	4	5.8%
75-84	49	23	46.1%	4	7.1%
85+	16	10	65.2%	2	14.8%
Race					
White	1,136	151	13.3%	23	2.0%
African American	13	2	14.5%	1	5.4%
Asian/Pacific Islander	22	1	6.1%	<0.5	0.3%
American Indian/Alaska Native	5	2	33.6%	<0.5	5.5%
Ethnicity					
Hispanic	20	2	8.1%	<0.5	1.9%
Non-Hispanic	1,159	153	13.2%	23	2.0%
Family Income					
In poverty	90	22	24.8%	4	4.6%
Above poverty	1,085	132	12.2%	19	1.8%
Benefit Reciprocity					
Social Security (OASDI)	166	73	44.1%	15	9.3%

Supplemental Security Income	13	13	98.5%	3	21.2%
Employment (Ages 18-64)					
Employed	627	37	6.0%	3	0.5%
Unemployed (in labor force)	38	6	14.6%	<0.5	0.7%
Not in labor force	139	38	27.7%	9	6.2%
Living Arrangement					
Lives alone	122	35	28.5%	6	5.0%
Lives with others	1,057	120	11.4%	18	1.7%

Attachment F - Town/City/Places Organized for Voting

Town/City/Places Table

Table 1 identifies the two hundred thirty-six (236) local New Hampshire voting jurisdictions with 655,740 registered voters in November 2002.

Table 1 (Part 1)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Acworth	474	Canterbury	1,510	Ellsworth	60	Hebron	386
Albany	365	Carroll	449	Enfield	2,123	Henniker	2,466
Alexandria	783	Center Harbor	720	Epping	3,628	Hill	516
Allenstown	1,859	Charlestown	2,958	Epsom	2,268	Hillsborough	2,511
Alstead	1,111	Chatham	186	Errol	225	Hinsdale	1,738
Alton	2,855	Chester	2,141	Exeter	7,841	Holderness	1,264
Amherst	6,494	Chesterfield	1,982	Farmington	2,718	Hollis	4,310
Andover	1,272	Chichester	1,361	Fitzwilliam	1,319	Hooksett	6,178
Antrim	1,258	Claremont	6,051	Francestown	981	Hopkinton	3,642
Ashland	1,007	Clarksville	167	Franconia	757	Hudson	10,492
Atkinson	4,488	Colebrook	1,315	Franklin	3,465	Jackson	722
Auburn	2,706	Columbia	288	Freedom	1,059	Jaffrey	2,720
Barnstead	2,324	Concord	19,913	Fremont	1,948	Jefferson	554
Barrington	3,956	Conway	5,074	Gilford	4,564	Keene	12,025
Bartlett	1,929	Cornish	1,004	Gilmanton	1,824	Kensington	1,412
Bath	504	Croydon	365	Gilsum	400	Kingston	3,304
Bedford	12,451	Dalton	522	Goffstown	8,642	Laconia	7,044
Belmont	3,106	Danbury	647	Gorham	1,620	Lancaster	1,780
Bennington	757	Danville	2,080	Goshen	421	Landaff	221
Benton	172	Deerfield	2,726	Grafton	703	Langdon	401
Berlin	3,583	Deering	881	Grantham	1,752	Lebanon	6,120
Bethlehem	1,319	Derry	13,975	Greenfield	731	Lee	2,362
Boscawen	1,513	Dixville	22	Greenland	1,834	Lempster	515
Bow	4,548	Dorchester	211	Greenville	877	Lincoln	892
Bradford	1,055	Dover	14,356	Groton	281	Lisbon	690
Brentwood	1,719	Dublin	1,067	Hampstead	5,358	Litchfield	3,848
Bridgewater	700	Dummer	204	Hampton	9,505	Littleton	2,957
Bristol	1,578	Dunbarton	1,552	Hampton Falls	1,338	Londonderry	12,040
Brookfield	399	Durham	6,305	Hancock	1,215	Loudon	2,552
Brookline	2,365	East Kingston	1,104	Hanover	5,549	Lyman	284
Campton	1,434	Easton	177	Harrisville	674	Lyme	1,067
Canaan	1,696	Eaton	243	Hart's Location	29	Lyndeborough	1,049

Table 1 (Part 2)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Madison	1,296	Newmarket	4,576	Rollinsford	1,428	Temple	730
Manchester	46,070	Newport	2,697	Roxbury	149	Surry	433
Marlborough	1,080	Newton	2,490	Rumney	922	Sutton	1,109
Marlow	484	North Hampton	3,732	Rye	4,130	Thornton	1,267
Mason	678	Northfield	1,993	Salem	13,273	Tilton	1,633
Meredith	3,303	Northumberland	1,213	Salisbury	583	Troy	1,015
Merrimack	14,290	Northwood	1,979	Sanbornton	1,637	Tuftsboro	1,606
Middleton	660	Nottingham	2,247	Sandown	2,509	Unity	691
Milan	737	Orange	172	Sandwich	995	Wakefield	2,372
Milford	8,097	Orford	719	Seabrook	4,732	Walpole	2,086
Millsfield	15	Ossipee	2,605	Sharon	220	Warner	1,630
Milton	1,952	Pelham	6,335	Shelburne	251	Warren	493
Monroe	511	Pembroke	3,549	Somersworth	5,321	Washington	578
Mont Vernon	1,311	Peterborough	3,685	South Hampton	551	Waterville Valley	184
Moultonborough	3,117	Piermont	466	Springfield	649	Weare	4,045
Nashua	38,609	Pittsburg	563	Stark	297	Webster	949
Nelson	473	Pittsfield	2,106	Stewartstown	455	Wentworth	585
New Boston	2,595	Plainfield	1,325	Stoddard	592	Westmoreland	940
New Castle	915	Plaistow	4,808	Strafford	2,130	Whitefield	1,145
New Durham	1,335	Plymouth	2,864	Stratford	348	Wilmot	776
New Hampton	1,113	Portsmouth	12,562	Stratham	4,748	Wilton	2,099
New Ipswich	2,244	Randolph	260	Sugar Hill	427	Winchester	1,735
New London	2,691	Raymond	4,570	Sullivan	358	Windham	6,696
Newbury	1,221	Richmond	628	Sunapee	2,243	Windsor	121
Newfields	916	Rindge	869	Swanzey	3,338	Wolfeboro	4,479
Newington	566	Rochester	13,125	Tamworth	1,564	Woodstock	670

Attachment G - General Standards and Requirements

G 1.0 IT Required Work Procedures

1. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
2. Vendor must agree to provide an “equal or better” replacement for any personnel working on the solution who leave employment of the Vendor during the course of the contract. Vendor must make prospective replacements available to be interviewed by the State prior to the project assignment.
3. Vendor and its employees assigned to this project must sign a “Computer Access and Use Agreement.” Refer to Section G 2.0.
4. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
5. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

G 2.0 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO IF YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE’S COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter “Information”), User understands and agrees to the following rules:

- That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That access by any person or any use not specifically known by the User as being authorized to access or use Information must be promptly reported to the appropriate supervisor.
- That Information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, commercial or other private use.
- That at no time shall User access or attempt to access any Information without having the express authority to do so.
- That at no time shall User access or attempt to access any Information in a manner inconsistent with the approved method of system entry.

- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Use of personal or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained, and in the case of microcomputer software, a virus scan has been performed by the State LAN administrator.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

Attachment H – Topics Requiring Narrative Response

System Evaluation Topics

Vendors should use this Attachment to discuss the ability of the proposed solution (voting system) to address system capabilities.

H 1.0 Page Limits for Topics Requiring Narrative Response

System Evaluation Topics	Page Limit	Appendix
Costs		
Long-term Costs	20	Optional
Usability		
Accuracy	2	
Quality of the Printed Record Produced	2	
Audit	2	
Power Back-up System	1	
Ease of Use-Voters	10	
Ease of Use-Election Officials	10	Mandatory
Configuration for Elections	10	
Election Official Training and Voter Education	10	
Warranty, Support and System Documentation	4	
Vendor Election Administration Support	4	
Requirement for Modifications and Replacements	2	
Reporting and Complaint Resolution	3	
Compatibility with Optical Scanners	5	
System Throughput	2	
Storage and Transportation	4	
Post-Warranty Maintenance of Equipment and Software	4	
Software Topics		
Tampering	3	
Methods of Detecting and Preventing Fraud	3	
Updated Software/Security Patches	3	
Company Security	2	
System Security	2	
Standards	1	
Certifications and Testing	4	Optional
Commercial Off The Shelf (COTS) Components	3	
Product Literature	1	Optional
Software Architecture	2	
Software Releases	2	
System Assurance	2	
Software Documentation Review	2	
Vendor Management, Experience and Capability		
Vendor Experience	2	
Vendor Organization	2	Optional

References	3	
Vendor Capacity	2	
Financial Capability	5	Mandatory
Legal or De-certification Actions Summary	5	
Work Plan	10	Optional
Project Management and Staffing Capability	25	Optional
Sub Vendors	1	
Optional Services and Software		
Precinct Count Optical Scan Ballot Counting Machines for Plain Paper ballots	5	Optional
Phone/facsimile system connected to a central system	5	Optional
Training Assistance for Local Election Officials	5	
Ongoing ballot configuration for State, towns and cities	5	

H 2.0 Costs

H 2.1 Long-term Costs - Topic

With reference to RFP Section 3.1.6, please provide detail and assumptions about the following subjects to assist the State to make long-term cost projections which apply to State and local election administration.

- a. Ballot configuration of elections
- b. Consumable Supplies
- c. Logic & Accuracy Testing/Pre-election Testing
- d. Other Testing
- e. Training -officials
- f. Training - voters
- g. Annual Maintenance
- h. Delivery
- i. Utility Requirements
- j. Repairs
- k. Local Election Official Support
- l. Incremental Human Resource Requirements
- m. Annual License Costs
- n. Replacement cost of a voting system
- o. Other costs

H 2.2 Usability Topics

H 2.2.1 Accuracy

1. Producing a “paper ballot”; Note: multi-page ballots are a possibility in some elections. (Ballot styles enclosed, See Attachment I.)
2. Accommodating more than one election at the same time, e.g., a town election and a school election that are conducted simultaneously.

3. Providing measures to preserve the sanctity and security of the “paper ballot.” Most voters will carry the “paper ballot” to a ballot box or optical scanning machine. Describe how the proposed system will preserve the sanctity and security for voters whose disabilities prevent the voters from taking the ballot from the device that produces it to a ballot box or optical scan ballot counting device;
4. Accuracy in recording on a “paper ballot” all votes cast by the voter;
5. Controlling logic and data processing methods to detect errors and provide correction methods;
6. Permitting diagnostic testing of all the major components within each unit;
7. Providing logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day;
8. Providing for the marking of ballots cast at elections where more than one ballot is necessary where more than one election is occurring simultaneously;
9. Alert the voter to under-votes and prohibit an over vote before the final vote is cast;
10. For the purpose of programming the ballot marking device, be able to receive data electronically from the State in an agreed upon format that contains the following data:
 - a. Full candidate name
 - b. Office sequence
 - c. Candidate sequence
 - d. Town or City of residence (where applicable) or, for president and vice president, the city and state
 - e. Text of ballot questions
 - f. Office name
 - g. For the instructions to voters, the number of candidates to vote for, for each office. (Ballot instruction reads: “Vote for no more than ____.” This data element will fill in the blank for each office.)
 - h. Party affiliation
 - i. Precinct identifier
 - j. Ballot identifier to code the printed output to be recognized by an optical scanner. (Only applicable to solutions that will utilize a plain paper optical scanner.)
 - k. The election (i.e. school versus town) that each candidate or question is being voted at.

H 2.2.2 Quality of the Printed Record Produced

New Hampshire law requires that the paper record of each voter’s vote be available for recounting by hand.

1. Describe the paper output of the Vendor’s system with respect to degradation due to environmental factors such as temperature and humidity and its stability over time.
2. Describe how the selection of paper type and marking type will ensure that the record is available for recounting by people for at least one year following any election.

3. Describe how the Vendor's paper record will be easily handled and read by people conducting a recount. For example: Will the printed list of candidates be in the same order as printed on the official ballot?
4. Describe the font options and maximum size available on the Vendor's printed record.

H.2.2.3 Audit

Answer the following:

1. Does the voting system produce a detailed paper record of each ballot image used at an election?
2. If the voting system retains any record of how a voter voted, how does the system ensure that each voter's ballot is secret and that the voter cannot be identified by image, code, or other methods?
3. Does the voting system provide a summary report on the use of the voting device at each election? Address each of the following summary report items:
 - a. Identification of the election(s);
 - b. Activation and deactivation date and times;
 - c. Identification of each unit by serial number or other unique identifier;
 - d. Identification of ballot(s) used;
 - e. A count of the number of voters who used the system at each election.
4. Does the voting system allow for extraction of the summary report data from memory devices?
5. Explain how the voting system enables pre-election testing of logic and accuracy.

H 2.2.4 Power Back-Up System

Please discuss the capabilities of the Vendor's proposed voting system with respect to the following:

1. Describe the power source requirements for the polling place system.
2. The ability of the proposed voting system's power back-up system to power all components, including illumination, audio and other tools for voters with disabilities for 2 hours of normal use;
3. The maintenance requirements of the power back-up, if any, and whether it can be contracted out to a local company;
4. The ability of the proposed voting system's power back-up system to remain in operation during power surge or other abnormal electrical occurrences;
5. The ability of the proposed voting system's power back-up system to engage immediately with no loss of data in the event of disruption of electrical connection;

6. The ability of the proposed voting system's power back-up system to provide documentation on the backup system and its maintenance while not in use for elections.

H 2.2.5 Ease of Use - Voters

The State is interested in how the voting system allows ease of use for voters with or without disabilities and elections officials who may want or need to use the system. All voting units should be adaptable for voters with disabilities, including any required adjustment of the voting unit or booth if needed. The voting unit should be capable of providing, at a minimum:

- a. Non-visual access, and
- b. The ability for the voter to review the votes selected by the voter on the ballot before submitting his or her vote.

The Vendor should also respond to the following:

1. Describe how the system allows voters with disabilities to vote privately and independently;
2. Describe, if applicable, screen features and options to change them, if the system has a screen. Please discuss contrast, font size range, brightness, and color ranges;
3. Describe the system's auditory features;
4. Describe the system's selection controls both on and off the screen, if the system has a screen. Please include but do not limit the answer to include the following information:
 - a. Describe the size, shape, and location of the selection controls.
 - b. Are the selection controls linked to the auditory functions and marked with Braille and shapes to indicate direction?
 - c. Are the selection controls easily pushed?
 - d. Are the selection controls linked to an easily controlled cursor that then easily selects choices?
 - e. Will the system record votes if selection controls are pushed with a prosthetic or assistive device?
5. Does the system have accessible write-in features? If so, explain how the user selects a candidate using the write-in feature.
6. Describe how the system ensures voter privacy and independence for all steps in the voting process. Please include but do not limit the answer to the following steps in the voting process:
 - a. system instructions;
 - b. initial review of ballot;
 - c. candidate selection;
 - d. review of all selections made;
 - e. correcting errors;
 - f. casting the vote;
 - g. identifying and replacing a spoiled ballot;
 - h. how the system responds to over votes;
 - i. voter notification for under-votes; and
 - j. how the voter gets the paper ballot from the Vendor's system to the ballot box or scanner privately and independently.

7. Are voters allowed to change selections until satisfied with their choice? Please describe.
8. Are voters allowed to review all ballot choices before casting the ballot? Please describe.
9. Does the system allow the ballot to be recorded by a human voice and, if so, how is that voice recorded? Does it allow the control of speech, speed and volume during playback? Please describe.
10. Does the system allow the ballot to be recorded by a synthesized voice? Does it allow the control of speech, speed and volume during playback? Please describe.
11. If applicable, when the auditory features are used, is there a method to protect the secrecy of the vote? Please describe.
12. If applicable, do the auditory features follow the voters' directions? Describe the auditory capabilities including rereading instructions and the ballot at the voter's request, allowing the voter to change votes, etc.
13. Do the selection controls allow the audio ballot to be moved backward or forward easily?
14. If applicable, please describe whether features accessed through a cursor or touch screen also be accessible by keystroke or alternate selection features? Please describe.
15. Please describe the extent to which the proposed system is usable by individuals with upper mobility impairments.
16. Does the Vendor's system offer the possibility for voters to connect a voter-supplied accessibility device such as sip and puff technology or other mobile control devices used by individuals with upper mobility impairments? Please discuss.
17. If the system is based on color-coded indicators on a display screen, how will the system accommodate color-blind individuals?
18. Is the system compatible with new accessibility technologies?
19. Please describe the extent to which the proposed system is used by individuals with cognitive disabilities. Please discuss the level of education required for a voter to successfully understand the instructions and use the proposed system.
20. Does the system include easy to follow on-screen and/or audio instructions for use by the voter?
21. How is the voter prompted when not using the device correctly?
22. Is the device capable of supporting multiple languages? If yes, which languages can be supported and how would that feature be programmed and accessed?
23. How does the proposed system notify voters when it is not working properly?

H 2.2.6 Ease of Use – Election Officials

The State is interested in how easily the proposed voting system may be used by elections officials or other persons besides voters. Please discuss the proposed voting system in with respect to the following:

- a. The Vendor shall provide a detailed diagram of the workflow for using the voting system in the conduct of an election. The detailed plan shall include distinct tasks and the personnel, the equipment, the space, and the time required for those tasks. The detailed plan may be provided, on paper or on electronic medium.
- b. Ability of the system equipment to be easily physically managed by election workers;
- c. Provide the dimensions and weight of each stand alone element of the system;
- d. Describe the opening and closing procedures that local election officials will be required to follow to ensure the successful operation of the system;
- e. Ability for an Election Official to assist a voter in activation, either through remote help or direct access to the voting unit; and
- f. Ability of Election Officials/Voter to detect if the voting system is not operating properly.

H 2.2.7 Configuration for Elections

The State is interested in the process by which the voting system will be configured for each different election. The Vendor should address the following:

- a. How the proposed system will enable programming of state and federal elections by the Secretary of State and programming of local elections by local election officials.
- b. Would any additional licensing be required to enable programming to be done by a third party contractor chosen by the State or by local officials?
- c. The State intends to be the primary provider of training to local election officials. Describe the extent of instructor training that the Vendor will provide, including the duration and form of instructor training.
- d. Describe the steps necessary to configure each voting unit prior to each election during which it is used. Describe whether it is necessary to have the devices taken to a central location for programming or whether the programming can be transported and uploaded at remote sites.
- e. What measures would be in place to protect against human error, tampering, or other problems that may occur during the configuration of the voting system?
- f. Can the device interface and power connections be accessed through the storage case to reconfigure them for the next election? If so, what are the interfaces? (USB, Ethernet, etc.)?
- g. In the event there are errors in configuring the ballot, how does the system allow for securely amending the ballot, if at all?
- h. How does the system create and produce audio ballots in English, and other languages as the State may require, that will meet the reasonable needs of visually impaired voters?
- i. If the proposed voting system includes a touch-screen, how often does the screen require calibration?

H 2.2.8 Election Official Training and Voter Education

The State is interested in a plan by the Vendor for training and educating state officials who will be training people using the voting system, including election officials, election staff, and the voting public, especially voters with disabilities.

Please address the following:

1. Training programs on all phases of the voting system. Such training should be sufficient for election officials to be able to operate the system without continuous support by the Vendor. The training should address the following topics:
 - a. Programming of units;
 - b. Preparation of each individual unit;
 - c. Preparation of the polling place to accept voting devices;
 - d. Election Day summary report procedures;
 - e. Preserving records of ballots used and summary report ;
 - f. Troubleshooting methods to quickly identify and resolve any problems;
 - g. Safeguards to help prevent tampering or theft;
 - h. How to detect tampering if it occurs;
 - i. Setting up and testing the voting system;
 - j. Operation of the voting system from start to finish;
 - k. How to appropriately assist voters with disabilities to vote privately and independently;
 - l. Assisting voters who require help while in the voting process;
 - m. Using the battery back up during electrical failure;
 - n. Taking a malfunctioning piece of equipment out of service; and
 - o. Shutting the system down and producing end of day reports.
2. Explain how the vendor's technology and protocols help to minimize training requirements.
3. Explain how the Vendor's training approach will adequately prepare election officials to use the voting system from the day of implementation and ensure maximum knowledge transfer to allow the State to conduct its own training.
4. Describe the training program for the State staff who will be responsible for operating and maintaining the voting system.
5. Describe the education materials and programs available to assist voters in understanding the proposed voting system.

H 2.2.9 Warranty, Support and System Documentation

The State is interested in any warranties, support contracts and system documentation on hardware, software or other components of the proposed voting system presented by the Vendor.

Please describe the Vendor's ability to offer the following:

1. A minimum of a 3-year warranty for each piece of equipment, firmware and software; and
2. Documentation of acceptance testing for each unit delivered.

3. During the term of the contract and any extensions beyond the warranty period, all hardware and software patches to repair defects in the product and upgrades that are applicable at no charge to the State. If any costs would accrue to the State, please include those costs in the Attachment D.
4. One complete set of user and technical documentation for all hardware and components required to operate each system for each local jurisdiction, in both printed and in an electronic format; and
5. Well-trained support personnel, conversant in the English language, for all activities that are the Vendor's responsibility. Support is to be provided to the State only. Local officials will receive support from the State unless the State elects to have the Vendor supply service technicians.
6. A short term on-site and a long-term plan for Vendor support. Include a description of the type of support to be provided, the number and qualifications of headquarters and service technicians provided and the costs of said support, if not part of the whole package.

H 2.2.10 Vendor Election Administration Support

The State is interested in the quality of planned support the Vendor could supply in assisting the State during implementation of this program and any continuing support during the contract term and warranty period.

Please discuss the Vendor's plans to provide the following services:

1. An overall contract administrator who will serve as the principal point of contact for the Vendor with the State;
2. A well-trained, competent, contract liaison who will provide on-site technical support to the State to include the following:
 - a. Pre-election programming and ballot set-up;
 - b. Pre-election logic and accuracy testing as needed; and
 - c. Election day support during the full hours of operation.
3. Service technicians who are well-trained and capable of repair or replacement of malfunctioning equipment in polling places within two (2) hours of notification of the malfunction.

H 2.2.11 Requirement for Modifications and Replacements

The State is interested in any proposed plan for possible or required upgrades or modifications that should or could be made to any of the hardware, software, or other components of the proposed voting system.

Please discuss the Vendor's plans for the following:

1. Provide a statement of life expectancy of the proposed system, and identify the reasons for this estimate. Identify whether components are new (recently manufactured and unused).

2. Making systems modifications that are necessary to comply with the updates or changes to the Federal Election Commission's Voting Systems Standards and any successor standards and guidelines;
3. If modifications are made, submission of the system to the NASED or Elections Assistance Commission-approved Independent Testing Authority for re-qualification/recertification testing; and,
4. Obtaining re-certification by the State's Ballot Law Commission for any and all software, firmware or hardware changes.

H 2.2.12 Reporting and Complaint Resolution

The State is interested in how the Vendor proposes to handle reporting and resolution of any complaints or problems that may arise from use of the voting system. The Vendor shall include information regarding the following:

1. Discuss the Vendor's plan to inform the State, on a per occurrence basis, of any hardware or software system error occurring in any jurisdiction outside of New Hampshire in which the voting system is being used. Explain how errors will be fully analyzed as to their cause and remedy.
2. Discuss the Vendor's plan to ensure continuous and immediate access to the Vendor's contract administrator for the purpose of receiving complaints from the State.
3. Discuss the Vendor's complaint resolution tracking form, which should include the following:
 - a. The name of the person issuing the complaint;
 - b. The using entity where complain originated;
 - c. Complaint type;
 - d. Complaint resolution;
4. Discuss the Vendor's plan to provide monthly status reports to the State on complaint resolution implementation progress.

H 2.2.13 Compatibility with Optical Scanners (currently in use for many N.H. polling places)

The State is interested in the compatibility between the currently used optical scanners and the required "paper ballot" the proposed system will produce. Please respond to the following areas of interest and include any other responses deemed necessary and/or beneficial:

1. Describe the compatibility with Diebold Accuvote OS ES 2000 Version 1.94w optical scanners, including a description of any characteristics that may affect whether the voting system produced "paper ballot" can be counted by this device; (NOTE: Version 1.94w would represent an upgrade to the existing Version 1.92t.)
2. If the proposed system uses a stand-alone printer, describe;
3. Describe the compatibility of the "paper ballot" with other available optical scanners; and

4. Identify the steps needed, if any, to achieve EAC/FEC/NASED certification for optical scanners or other equipment recommended in the proposed solution.

H 2.2.14 System Throughput

The State is interested in the following characteristics of the proposed system:

- a. Time required to mark a ballot with ten (10) offices;
- b. Time required to mark a ballot with one (1) question containing seventy (70) words;
- c. Time required to mark a ballot with one (1) question containing one hundred fifty (150) words;
- d. The ability of the voter to adjust the speed at which audio information is provided;
- e. Discuss any limits on the time a voter has to execute the vote; and
- f. Please provide an estimate of the time it would take for persons with the full range of disabilities to listen to and understand the system's instructions.

H 2.2.15 Storage and Transportation

The State is interested in the Vendor's recommendations for how the voting units should be transported to and from polling places, as well as any recommendations for storage while the units are not in use. The Vendor may include other pertinent information it deems necessary and/or beneficial.

1. What are the recommended storage requirements? How many units can be stacked on each other without damaging the devices? Are there interlocking devices or racks that are recommended and available?
2. Can the device interfaces and power connections be accessed through the case to reconfigure them for the next election? If so, what are the interfaces? (USB, Ethernet, etc.)?
3. During storage, what actions must be taken to maintain battery life? Ink life? Paper life?
4. What steps are required before putting the device in long-term storage?
5. What environmental conditions are required for long-term storage?
6. Describe the Preventative Maintenance Schedule of the equipment. Can it be subcontracted? Explain.
7. Is there a method of monitoring or testing the battery while in storage?
8. Is there software or hardware that could be run on each device as it is pulled out of storage to ensure every component and interface is working properly and utilizes the same software as that approved by an ITA filed in NIST's Software Library?
9. What conditions or procedures must be used when transporting the voting units?

10. What security measures can the Vendor provide to help prevent or identify tampering while the voting unit is in storage or transport?
11. Does the proposed paper and/or technology (ink, toner, battery, etc.) require removal or special treatment or handling during storage or disposal?

H 2.2.16 Post-Warranty Maintenance of Equipment and Software

The State is interested in post-warranty maintenance for each piece of equipment and software. The Vendor should address the following issues:

1. Please describe the Vendor's post-warranty maintenance and repair services for equipment and software.
2. Please describe the software structure of the Vendor's proposed system as it relates to ongoing maintenance and modification requirements.
3. Does the Vendor intend to maintain an inventory of all equipment and software provided under this contract for replacement purposes when originally-supplied equipment or software fails?
4. Please identify anticipated failure rate of calibration and memory cards (if applicable), and identify any cost associated with providing recommended maintenance.

H 2.2.17 Software and Equipment Testing

The State will evaluate the proposed methods of testing the deliverable equipment and software to ensure that each unit fully and completely satisfies the requirements of the Contract.

The State will evaluate the following:

- a. The methodology and approach used in developing an acceptance testing program to comply with requirements detailed herein;
- b. How the stated requirements are tested;
- c. What test scenarios are used;
- d. What risks are identified by the Vendor;
- e. The assessment by the Vendor of the likelihood and impact of the identified risks;
- f. The proposed risk mitigation strategies addressing those identified risks;
- g. Plan for pre-election and post-election testing and audits

H 2.3 Software Topics

The State is interested in how the Proposal addresses a variety of security-related issues. The Proposal should address the following topics:

H 2.3.1 Tampering

The State is interested in how the Vendor addresses the possibility of tampering with the system from a variety of sources and/or people who may come in contact with the various components

of the voting system. Please describe the safeguards that will be provided to prevent tampering and how the voting system will alert the State, local election official and/or voter to an attempted or actual tampering.

H 2.3.2 Methods of Detecting and Preventing Fraud

The State is interested in how the voting system responds to fraud, fraud attempts, and other unauthorized access to the system. How does the system prevent unauthorized access of the system from locations, remote or otherwise?

H 2.3.3 Updated Software/Security Patches

The State is interested in whether during the contract term, the Vendor will provide all certified software upgrades, as well as certified hardware and software patches to repair defects in the system. Please respond to the following:

- a. How upgrades and patches are managed to insure that the integrity of the voting system is maintained; and
- b. How the Vendor has responded to recent reports on electronic voting equipment security; what changes have been made or what changes does the Vendor anticipate being made to any part of the Vendor's equipment or process based on these recommendations?

H 2.3.4 Company Security

The State is interested in how the Vendor maintains security internally, at manufacturing sites and programming sites, including the following:

- a. How the Vendor ensures the security of the manufacturing or programming sites; and
- b. How the Vendor screens for potential security risks while hiring personnel who will be involved with this contract

H 2.3.5 System Security

The State is interested in how the Vendor provides for security procedures system-wide, including:

- a. How poll opening reports require self-testing prior to operation;
- b. How the voting system prevents the printing of summary reports before the sequence of events required for closing of the polls are completed;
- c. How the security provisions are compatible with administrative set up and operational use;
- d. How the logic and accuracy test results from the voting system are stored in memory of the components of the voting system on which the test was conducted;
- e. How the system provides for tamper detection of any removable programmable memory;
- f. What, if any, encryption is employed at any point in the voting system? If encryption is used, how and where is it deployed within the voting system?

H 2.3.6 Voting System Standards

Each Vendor must indicate the standard or standards contained within the 1990 and 2002 NASED/FEC Voting System Standards and the EAC Voting System Guidelines that are satisfied by the Voting System proposed as a solution in response to this RFP. 2002 Voting Systems Standards are identified in the following website: http://www.eac.gov/election_resources/vss.html

The Vendor shall indicate whether the Voting System proposed as a solution in response to this RFP meets or exceeds all requirements specified by the Help America Vote Act of 2002, specifically Section 301 entitled “Voting Systems Standards”.

The Vendor should discuss the extent to which its proposed voting system satisfies the draft of the Voluntary Voting System Guidelines recommended May 12, 2005 by the Technical Guidelines Development Committee to the Election Assistance Commission.

H 2.3.7 Certifications and Testing

All equipment and software proposed must be (a) qualified by an independent testing authority (ITA), (b) currently pending ITA qualification provided the system has successfully completed the source code review portion of the testing, or (c) not be subject to such testing requirement. The ITA must be approved by the National Association of State Election Directors (NASED) or its successors, where appropriate. *(Further references to NASED include any similar role undertaken by NASED successors, namely the Election Assistance Commission “EAC”)* Vendors will be required to submit evidence of levels of certification they have achieved. Either a copy of the qualification certificate issued by the NASED approved ITA, or documentation from a NASED approved ITA that the system is pending qualification and that the source code review portion of the testing is complete and satisfactory, should be included in the Executive Summary, along with signed authorization directing the ITA that performed or is currently performing the qualification testing to:

- a. Submit the results of its testing directly to the procurement officer;
- b. Allow the procurement officer or designee full access to all test records and data; and
- c. Identify the software version in NIST’s Software Library.

If no final certification from an ITA is available, Vendors will be asked to identify the steps taken to achieve such certification, including identifying portions of the source code which have been certified and published, and international standards that have been achieved (*e.g.* security standards published by NIST) with evidence in support thereof.

The State values an independent judgment of voting systems. Vendors are encouraged to submit an appendix to this section containing complete results of ITA qualification (or equivalent) testing of the proposed voting system. The State is particularly interested in independent comments concerning the following design and coding conventions of the software:

- a. Readability (Is the code design straightforward and apparent?)
- b. Understandability (How complicated is the code to implement?)
- c. Modularity (How well was the code divided into logical, functional units?)
- d. Robustness (How well does the code handle error conditions or unexpected inputs?)
- e. Security (How well does the code protect the integrity of data?)

- f. Maintainability (How easy would it be to extend, fix or modify this code?)
- g. Consistency (Was the design of the code coherent throughout/)
- h. Documentation (Does the code contain useful and frequent comments?)
- i. Usability (Does the code inform the user about progress or errors?)
- j. Flow control (Are control constructs and entry/exit points logical and controlled?)

H 2.3.8 Commercial-Off-The-Shelf (COTS) Components

1. Please identify the COTS hardware and software in the proposed voting system.
2. With reference to the COTS-related resolutions of the Election Assistance Commission's Technical Guidelines Development Committee, please explain how the Vendor would address conflicts with these guidelines. Alternately, explain why these guidelines would not be applicable to the voting system being proposed.

H 2.3.9 Product Literature

Please provide product literature related to any of the proposed hardware systems, software systems, and other proposed applications.

H 2.3.10 Software Architecture

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support. Provide a description of the technical architecture of the proposed solution. The State is interested in answers to the following questions:

- a. Is the proposed software based upon an n-tiered architecture?
- b. Does any part of the proposed system require software that needs to be installed on the voting unit? If yes, describe software that must be installed and the access authorization level required to install it.
- c. Are there any components of the system that must reside on another platform?
- d. What application servers are used to support the proposed system?
- e. What add-on or third-party software is required to support the functionality desired by the State?
- f. What programming languages are used for development, configuration and customization of the proposed system?
- g. What components of the software, such as middleware, are proprietary?
- h. What is the growth potential of the proposed system?
- i. What is the timeframe for technical obsolescence of the proposed software? (For the purpose of this question, the version of the proposed software would be considered obsolete when support is no longer available.)
- j. What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State? (Discuss both number of staff and skills required); and
- k. Please provide a list of and describe the APIs exposed by the proposed system for external application use and the technologies supported (DCOM, J2EE, etc.).

H 2.3.11 Software Releases

The State will evaluate the degree to which the software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution. The State is interested in the answers to the following questions:

- a. What types (maintenance, enhancement, other) of releases are planned?
- b. What is the historical (past 3 years) and expected frequency of each type of new release?
- c. What is the version of the current release?
- d. How is the content of future releases determined?
- e. How is the content of a release communicated to the client?
- f. Do government clients have input through a users' group or some other mechanism?
- g. Are enhancements made for specific clients included in future releases?
- h. What resources, planning, and technical skills are required to install a release of each type?
- i. Can components of a release be applied individually or by module without adversely affecting the overall functionality of the system?
- j. Do configuration settings carry forward from one release to the next or must they be reinstalled?
- k. Do patches carry forward from one release to the next, or must they be reinstalled?
- l. How long is a release supported?

H 2.3.12 System Assurance

The State will evaluate the degree to which the proposed voting system includes system assurance safeguards. The State is interested in the following:

- a. Describe the system assurance provisions incorporated into the proposed software;
- b. What process or methodology is employed within the proposed software to ensure data integrity?
- c. Is there a roadmap for identifying and correcting discrepancies?
- d. What diagnostic audit trail is available?

H 2.3.13 Software Documentation Review

1. To what extent will the vendor permit the state to inspect software source and object code, technical architecture design, and detail design documentation?
2. To what extent is the vendor willing to provide the state with the following software documentation?
 - a. Software source and object code, including modifications, updates, builds, releases and documentation.
 - b. Technical architecture design, analysis, detail design, testing and an installation and configuration guide.
 - c. User manual describing how a user can utilize all the functions within the software.
 - d. Operations manual describing how a state data center can maintain and operate the software.

3. Identify whether documentation will be inventoried and configured in such a way as to allow the state to utilize the materials without vendor support.
4. Identify whether documentation includes instructions for converting the source code into object code that is organized and configured to produce executable software.

H 2.4 Vendor Management, Experience, and Capability Topics

Vendors should include information on past experience with similar projects and pertinent corporate resources that shall include the following:

H 2.4.1 Vendor Experience

An overview of the Vendor's experience rendering services similar to those included in this RFP. This description should include:

- a. A summary of the services offered;
- b. The number of years the Vendor has provided these services;
- c. The number of clients and geographic locations the Vendor currently serves, etc.;
- d. If the Vendor does not have direct experience the Vendor should document its ability to fulfill the requirements of this RFP, for example, through the use of experienced sub Vendor(s); and
- e. Experience should include documenting actual elections when the proposed voting system has been used and include the size and magnitude of those elections.

H 2.4.2 Vendor Organization

An organization chart of the Vendor showing all major component units, as well as information regarding:

- a. Which component(s) will perform the requirements of this contract;
- b. Where the management of this contract will fall within the organization; and
- c. What corporate resources will be available to support this contract in both primary and secondary, or back-up, roles

H 2.4.3 References

If possible, references from its customers who are capable of documenting:

1. The Vendor's ability to manage projects of comparable size and complexity
2. The quality and breadth of services provided by the Vendor;
3. Each client reference should include the following information:
 - a. Name of client organization;
 - b. Name, title, and telephone number of Point of Contact for client organization;
 - c. Value, type, and duration of contract(s) supporting client organization;
 - d. The services provided (including the exact type of equipment), scope of the contract, geographic area being supported, size of jurisdiction by number of registered voters and number of polling places, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in

operation/maintenance costs while maintaining or improving current performance levels);

- e. If the Vendor is no longer serving this client, an explanation as to why the Vendor is not providing those services to the client organization.

H 2.4.4 Vendor Capacity

Answer these Capability Questions for the specific system being proposed:

- a. How many voting systems has the Vendor produced in the last year?
- b. How many voting systems has the Vendor sold in the last year?
- c. How many voting systems does the Vendor have in inventory?
- d. What is the availability of spare parts for maintenance and repair of any system the Vendor provides?
- e. Where is the Vendor headquartered?
- f. How many full-time employees or equivalents does the Vendor have available during peak election periods?
- g. Does the Vendor selling the voting system also manufacture this voting system? If no, explain what vendor manufactures the voting system and in what state the manufacturer is located;
- h. What arrangements does the Vendor selling the voting system have with the manufacturer to guarantee that orders will continue to be filled in the future, and that the manufacturer of this voting system will continue to stay in business?
- i. How many upgrades or new versions for either the hardware or software of this voting system have there been since receiving ITA certification?
- j. Has the Vendor received ITA certification for any of these upgrades or new versions of either the voting system hardware or software? If yes, include copies of such certification.

H 2.4.5 Financial Capability

The Vendor should include the following:

- a. Evidence of financial capacity to provide the services;
- b. Financial Statements. Provide copies of the last two (2) year end financial statements including balance sheets and income statements (independent audit preferred);
- c. Provide an independent analysis of those financial statements/reports, if available;
- d. Line of credit/Dunn & Bradstreet rating;

H 2.4.6 Legal or De-Certification Actions Summary

The Vendor shall include the following:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Vendor, and a brief description of any such action;
- b. A brief description of any settled or closed legal actions or claims against the Vendor over the past five (5) years;
- c. Whether the Vendor or the manufacturer of the voting system has had a federal, state or local court of law rule against the Vendor or manufacturer in a court case involving the use of any of its voting systems within the past 5 years. If such

exists, please provide the specific dates and court locations of such judgments and what the final ruling or determination was from the court;

- d. In instances where litigation is ongoing and the Vendor or manufacturer has been directed not to disclose information by the court, provide the name of the judge and location of the court, where the litigation is occurring;
- e. Information regarding whether any of the Vendor's system, equipment, or software has been decertified by any jurisdiction.

H 2.4.7 Work Plan

The State is interested in whether the Vendor's proposed Work Plan:

- a. Is logically organized and achievable;
- b. Reflects current project management "best practices";
- c. Identifies significant dependencies;
- d. Provides sufficient detail to enable the State to identify departures from the plan in time to institute corrective action;
- e. Is consistent with narratives on other topics;
- f. Is consistent with proposed staffing from the Vendor;
- g. Assigns tasks to appropriately qualified resources; and
- h. Is consistent with the Vendor's obligations to simultaneously deliver voting systems to other states.

H 2.4.8 Project Management and Staffing Capability

The State will consider the proposed Project Management Staff and their qualifications. The Vendor should propose personnel to manage all aspects of their commitment required by this RFP contract. The State will judge the adequacy of Project Management and Staffing capability in terms of:

- a. Proposed overall project manager
- b. Other proposed management personnel
- c. Number of proposed technical staff
- d. Qualifications of proposed technical staff
- e. Number of proposed staff other than technical staff
- f. Qualifications of proposed staff other than technical staff

H 2.4.8.1 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the project manager are particularly critical. Therefore, the State requires that the project manager be identified with some degree of certainty. More specifically, up to three candidates for the role of project manager may be presented with the understanding that one of the candidates identified will be available when the project begins.

The State requires that the Project Manager be available to the State full-time, and on site during critical phases of the project. Candidates for Project Manager must be able to pass a criminal background check. For each Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- a. The candidate's educational background;

- b. An overview of the candidate's work history;
- c. The candidate's project experience, including project type, project role and duration of the assignment;
- d. Any significant certifications held by or honors awarded to the candidate; and
- e. At least three references, with contact information, who can address the candidate's performance on past projects.

H 2.4.8.2 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the project team. Each resume should address the following:

- a. The individual's educational background;
- b. An overview of the individual's work history;
- c. The individual's project experience, including project type, project role and duration of the assignment;
- d. Any significant certifications held by or honors awarded to the candidate; and
- e. At least three references, with contact information, that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project is critical. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the proposed project solution. Vendor staff will be required to pass a criminal background check.

H 2.4.9 Sub Vendors

Vendors should identify expected sub Vendors, if any, and the role these sub Vendors will have in the performance of any contract awarded in the future.

H 3.0 Optional Hardware and Software

H 3.1 Optical Scan Ballot Counting Machines (Optional)

New Hampshire is reviewing its use of its precinct count optical scanning machines to determine if transition to plain paper ballots is feasible. Vendors may propose systems which incorporate or include a precinct-count optical scanning system which is capable of scanning ballots printed on plain paper. Vendors may propose, as part of their solution, a replacement of approximately 180 precinct-count optical scan machines that will (a) permit the state to comply with RSA 656:5 requiring the use of column-style ballots and (b) satisfy HAVA Section 301. To be considered, the system should accommodate ballot styles in Attachment I.

H 3.2 Phone/facsimile system connected to a central system (Optional)

Vendors are encouraged to add an option for a telephone/facsimile-based interface with the selected voting system. This system would limit polling place equipment to a phone/facsimile unit so that storage, testing, training and maintenance can be minimized, particularly for smaller jurisdictions.

H 3.3 Training Assistance for Local Election Officials (Optional)

The State plans to train local election officials using a train-the-trainer approach. However, a possible shortage of State staff may render this approach difficult to fully implement. Please submit a plan and price for supplying training for local officials in the September State primary and the November General Election in 2006.

H 3.4 Ongoing Configuration of Elections for State and Towns (Optional)

Vendors are invited to make proposals to provide services to configure ballots for the State, towns and cities for elections. Vendors responding to this option should propose configuring each type of ballot identified in Attachment I, including state, town/city, school, primary and general election ballots, and enable the reader to reconcile costs with those identified in Table 8.0-1 of Attachment D.

With reference to the Legislative instruction on expenditure of monies in RFP Section 3.1, General Background, the State has an interest in mitigating long-term costs to the greatest degree possible. Configuration of the voting system for State and local elections is a major long term cost issue.

BALLOT TYPES

See Ballot Types in PDF Files at:

<http://www.sos.nh.gov/HAVA/index.htm>

For Town/City Election Ballot
For School Election Ballot
For State Primary Election Ballot
For State General Election Ballot
For Column-style Ballot
For Presidential Primary Ballot

Atkinson
Timberlane/Atkinson
Merrimack
Concord
Concord
Derry

Attachment J – Software Escrow Agreement

SOFTWARE ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made as of this _____ day of _____, _____, by and between _____ ("Licensor"), and _____ ("Escrow Agent"). The parties may be referred to collectively as the parties ("Parties") or individually as a party ("Party"). The term "Licensee", for purposes of this agreement, shall be the New Hampshire Secretary of State. The Licensee has engaged the Licensor to fulfill terms of the contract for a Voting System Equipped for Accessibility, number NHSOS-2005-003 (the "Contract"), and agrees to maintain the confidentiality of the Deposited Materials in accordance with the Contract.

WHEREAS, Licensor has contracted with the State to complete or fulfill terms of the contract for a Voting System Equipped for Accessibility, number NHSOS-2005-003, and

WHEREAS, Licensor intends to deliver to Escrow Agent a sealed package containing magnetic tapes, disks, disk packs, or other forms of media, in machine readable form, and the written documentation prepared in connection therewith, and any subsequent updates or changes thereto (the "Deposit Materials") for the computer software products (the "System(s)"), all as identified from time to time on Exhibit B hereto; and

WHEREAS, it is the policy of the Licensor not to disclose the source code and related documentation and any revisions thereof for the product (hereinafter referred to as the "Source Code") to its customers except as provided in an applicable escrow agreement; and

WHEREAS, Licensor desires Escrow Agent to hold the Deposit Materials, and, upon certain events, deliver the Deposit Materials (or a copy thereof) to a Licensee, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the intent to be legally bound, hereby agree as follows:

1. Delivery by Licensor. Licensor shall be solely responsible for delivering to Escrow Agent the Deposit Materials within 30 days of execution of this Agreement. Escrow Agent shall hold the Deposit Materials in accordance with the terms hereof. Licensor shall certify to the Licensee that the materials delivered to Escrow Agent are complete and accurate. Other than the inspection pursuant to Section 3, Escrow Agent shall have no obligation to verify the completeness or accuracy of the Deposit Materials. Escrow Agent will issue to Licensor a receipt for the source code upon delivery. Escrow agent will allow the Licensee reasonable access to verify the completeness or accuracy of the deposit Materials, after providing notice to the Licensor.
2. Duplication; Updates.
 - (a) Escrow Agent may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement requiring it to safeguard the Deposit Materials or requiring it to provide the Deposit Materials to the Licensee, provided that Licensor shall bear the expense of duplication. Alternatively, Escrow Agent, by notice to Licensor, may require Licensor to reasonably promptly duplicate the Deposit Materials.

- (b) Licensors may deposit with Escrow Agent any modifications, updates, new releases or documentation related to the Deposit Materials by delivering to Escrow Agent an updated version of the Deposit Materials ("Additional Deposit") as soon as practicable after the modifications, updates, new releases and documentation have been developed by Licensors, but in no case later than sixty days after the release date. Other than the inspection pursuant to Section 3, Escrow Agent shall have no obligation to verify the accuracy or completeness of any Additional Deposit or to verify that any Additional Deposit is in fact a copy of the Deposit Materials or any modification, update, or new release thereof.
 - (c) Escrow Agent acknowledges that the Source Code and any other information provided to the Escrow Agent by the Licensors in connection with this Escrow Agreement are proprietary to the Licensors and shall be held in confidence by Escrow Agent notwithstanding any termination of this Escrow Agreement.
- 3. Notification of Deposits. Simultaneous with the delivery to Escrow Agent of the Deposit Materials or any Additional Deposit, as the case may be, Licensors shall conspicuously label for identification each item comprising the Deposit Materials. Additionally, Licensors shall complete Exhibit B to this Agreement by listing each such item label description and the quantity. Exhibit B shall be signed by Licensors and delivered to Escrow Agent with the Deposit Materials. When Escrow Agent receives the Deposit Materials and Exhibit B, Escrow Agent will conduct a visual deposit inspection. At completion of the deposit inspection, if Escrow Agent determines that the labeling matches the item descriptions and quantity on Exhibit B, Escrow Agent will date and sign Exhibit B and mail a copy thereof to Licensors and Licensee. If Escrow Agent determines that the labeling does not match the item descriptions or quantity on Exhibit B, Escrow Agent will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Licensors and Licensee. Escrow Agent's acceptance of the deposit occurs upon the signing of Exhibit B by Escrow Agent. Delivery of the signed Exhibit B to Licensee is Licensee's notice that the Deposit Materials have been received and accepted by Escrow Agent.
- 4. Escrow Agent agrees to keep complete written records of the activities undertaken and materials prepared pursuant to this Agreement. The Licensors shall be entitled at reasonable times during normal business hours to inspect and reproduce the records of Escrow Agent with respect to this Escrow Agreement. Further, Licensors shall be entitled during normal business hours to inspect at the facilities of Escrow Agent the physical and technical status and condition of the Source Code.
- 5. Release From Escrow.
 - (a) Escrow Agent shall seven days following receipt of affidavit, which is from an officer of Licensee to Escrow Agent pursuant to the notice provisions contained in Section 12(i), and which states that one of the following events has occurred, proceed in accordance with the procedure described in Sections 5(c) through 5(g) below if:
 - (i) Licensors has made an assignment for the benefit of creditors; or
 - (ii) Licensors has instituted or become subject to a liquidation or bankruptcy of any kind; or
 - (iii) A receiver or similar officer has been appointed to take charge of all or part of Licensors's assets; or
 - (iv) Licensors has defaulted or breached the Contract, or terminated its maintenance and operations support services for Licensee for the Systems or has ceased supporting and maintaining the Systems for

Licensee whether due to its ceasing to conduct business generally or other reason not related to the default of Licensee.

- (v) Licensors fail to make timely payments of fees and other costs required under this Agreement.
- (b) Licensee shall send a copy of the affidavit to Licensors pursuant to the notice provisions contained in Section 12(i), simultaneously with its affidavit to Escrow Agent. Upon its receipt of the affidavit as provided in Section 5(a), Escrow Agent shall immediately give written notice to Licensors, attaching a copy of the affidavit to the notice, pursuant to the notice provisions contained in Section 12(i).
- (c) Upon receipt of such notices in accordance with Section 5(a) and 5(b), Licensors shall have 15 days to review the Licensee's affidavit requesting the release of the Deposit Materials from escrow as provided for in Section 5(a) above.
- (d) If Licensors do not give notice to Escrow Agent within the 15 days provided in Section 5(c) that the Licensee's request for release from escrow is contested by Licensors, Escrow Agent shall automatically release the Deposit Materials to Licensee. The Deposit Materials shall be used by Licensee subject to the License Agreement and solely for the completion of the Licensors' obligations under the Contract, and support and maintenance thereof within the provisions of the License Agreement. Delivery of the Deposit Materials to Licensee in accordance with provisions hereof shall automatically terminate this Agreement.
- (e) If Licensors do give Escrow Agent notice within the 15 days provided in Section 5(c) that Licensee's request for release of the Deposit Materials from escrow is contested by Licensors, Escrow Agent shall retain the Deposit Materials in escrow while Licensors and Licensee either:
 - (i) Settle the dispute among themselves and jointly give notice to Escrow Agent in writing of the result; or
 - (ii) Submit the dispute to mediation or litigation for resolution in accordance with the terms of this Agreement.
- (f) In the event of litigation, Escrow Agent shall dispose of the Deposit Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.
- (g) Licensors and Licensee shall each bear its own costs incurred in litigation as set forth in Section 5(e) above.

6. Indemnity.

- (a) Licensors as Indemnitors. Licensors shall indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees and stockholders ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, ("Liability") that may be asserted against any Indemnitees in connection with this Agreement, except to the extent that Liability was due to Escrow Agent's material breach of this Agreement or Escrow Agent's negligence or willful misconduct.

7. Disputes and Interpleader.

- (a) In the event of any dispute between any of Escrow Agent, Licensors and/or Licensee relating to delivery of the Deposit Materials by Escrow Agent or to any other matter arising out of this Agreement other than disputes governed by Section 5(e), Escrow Agent may, at its sole discretion, submit the matter to any

court of competent jurisdiction in New Hampshire in an interpleader or similar action.

- (b) Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

8. Term and Renewal

- (a) The initial term of this Agreement shall be one (1) year, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, any Party notifies the other Parties that it wishes to terminate the Agreement at the end of such term. Licensor or Licensee may terminate this Agreement by giving the other Parties sixty (60) days prior written notice, however, Licensor agrees that if this Agreement so terminates before the end of the Initial Term, full payment for the initial term will be deemed payable and non-refundable by Licensor.
- (b) In the event of termination of this Agreement in accordance with paragraph 8(a) hereof, Licensor shall pay all fees due Escrow Agent and shall promptly notify Licensee that this Agreement has been terminated and that Escrow Agent shall return to Licensor all copies of the Deposit Materials then in its possession.

9. Fees. Licensor shall pay to Escrow Agent the applicable fees in accordance with Exhibit A as compensation for Escrow Agent's services under this Agreement.

- (a) Payment. Escrow Agent shall issue an invoice to Licensor following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due within thirty (30) days receipt of invoice. All fees and charges are exclusive of, and Licensor is responsible for the payment of, all sales, use and like taxes. Escrow Agent shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Licensor.
- (b) Nonpayment. Escrow Agent shall not be required to perform any service unless the payment for such service and any outstanding balances owed to Escrow Agent are paid in full. In the event of non-payment of any fees or charges invoiced by Escrow Agent, Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to the Licensor and Licensee, in such an event, the Licensor shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from Escrow Agent. If Licensor fails to pay in full all fees due during such ten (10) day period, a late fee of five percent will be assessed. If Licensor fails to pay any statement within sixty (60) days, interest shall accrue thereon at a rate of 1½ percent per month until paid. Upon payment of the unpaid fee including all late charges and/or interest charges by either the Licensor or Licensee, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay the unpaid fees and other amounts owed to Escrow Agent under this Agreement in accordance with Section 9(b) by both Licensor and Licensee shall result in termination of this Agreement. Notwithstanding any provision of this Agreement, in no event is Licensee required to make any payments required under this Agreement or liable for any of Licensor's obligations under this Agreement.

10. Grant of Rights to Escrow Agent.

- (a) Title to Media. Licensor hereby transfers right of possession to the media upon which the proprietary technology and materials are written or stored; title to the media shall remain with Licensor, except to the extent that the media has been properly released pursuant to Section 5. No transfer shall include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.
- (b) Right to Make Copies. Escrow Agent shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement, as provided in Section 2(a). Escrow Agent shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by Escrow Agent. With all Deposit Materials submitted to Escrow Agent, Licensor shall provide any and all instructions as may be necessary to duplicate the Deposit Material including but not limited to the hardware and/or software needed.

11. Bankruptcy and Termination.

- (a) Licensor and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to Licensor or the Bankruptcy trustee, Licensor or such Bankruptcy trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from Escrow Agent.
- (b) Should Escrow Agent become insolvent, make an assignment for the benefit of creditors, petition for relief in Bankruptcy, or breach the terms of this Agreement, this Agreement shall terminate and the Deposit Materials shall, upon joint written instruction from Licensor and Licensee be transferred to an alternate escrow agent, identified in the instructions under terms and conditions substantially similar to those contained in this Agreement. If no such instructions are received by Escrow Agent, this Agreement shall remain in effect as if such event had not occurred until such time as joint written instructions are received by Escrow Agent.

12. Miscellaneous.

- (a) Remedies. Except for actual fraud, gross negligence or intentional misconduct, Escrow Agent's collective liability for direct damages shall not exceed ten times the fees paid under this Agreement. In no event, shall Escrow Agent be liable to Licensor or Licensee for special, indirect, incidental or consequential damages hereunder.
- (b) Natural Degeneration; Updated Version. In addition, the parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). It is further acknowledged that Escrow Agent shall have no liability or responsibility to any person or entity for any Natural Degeneration. For the purpose of reducing the risk of Natural Degeneration, Licensor shall deliver to Escrow Agent a new copy of the Deposit Materials at least once every three (3) years. Escrow Agent shall have no

obligations to Licensor or Licensee to determine whether sufficient time has passed to require deposit of a new copy of the Deposit Materials.

- (c) Permitted Reliance and Abstention. Escrow Agent may rely and shall be fully protected in action or refraining from acting upon any notice or other document believed by Escrow Agent in good faith to be genuine and to have been signed or presented by the proper person or entity. Escrow Agent shall have no duties or responsibilities except those expressly set forth herein.
- (d) Independent Contractor. Escrow Agent is an independent contractor, and is not an employee or agent of either the Licensor or Licensee.
- (e) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.
- (g) Counterparts; Governing Law. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.
- (h) Confidentiality. Escrow Agent will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.
- (i) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid, and addressed as provided for in Exhibit C. If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties provided herein.
- (j) Survival. Paragraphs 6, 7, 9, 10 and 12 shall survive any termination of this Agreement.
- (k) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- (l) Mediation. The Parties may elect to endeavor to resolve any dispute under this Agreement by mediation. All claims and disputes relating to this Agreement, the conduct of Escrow Agent hereunder and/or claims or disputes between the Licensor and Licensee regarding the satisfaction of any of the conditions set forth in Section 5(a) may, at the option of the Licensor or Licensee involved in the dispute be submitted to mediation in the State of New Hampshire. Notice for

mediation should be provided to Licensor, Licensee, and Escrow Agent in accordance with Section 12(i) hereof as soon as practicable after a claim or dispute has arisen.

- (m) Legal Remedies. Notwithstanding any provision of this Agreement, nothing herein requires any party to submit to pre-suit mediation; the Parties may at their discretion pursue legal remedies, at law and in equity.

(Space to the end of this page is intentionally left blank -- signature page follows.)

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Licensor: Licensor

By: _____

Name: _____

Title: _____

Date: _____

Licensee: New Hampshire Secretary of State

By: _____

Name: _____

Title: _____

Date: _____

Escrow Agent:

By: _____

Name: _____

Title: _____

Date: _____

ESCROW FEE SCHEDULE

DESCRIPTION OF DEPOSIT MATERIALSLicensor Company Name: Licensor

Deposit Account Number _____

Product Name _____ Version _____

*(Product Name will appear as the Exhibit B Name on Account History report)***DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
----------	-------------------	---

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for **Licensor** that the above described
Deposit Materials have been transmitted to
Escrow Agent:

Escrow Agent has visually inspected and
accepted the above materials
(any exceptions are noted above):

Signature _____

Print Name _____

Date _____

E-mail address _____

Signature _____

Print Name _____

Date Accepted _____

Exhibit B# _____

DESIGNATED CONTACT

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee of Licensor or Licensee.

Licensor -- Notices, invoices, deposit material returns and communications should be addressed to:

Company Name: Licensor

Address:

,

Designated Contact: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Licensee -Notices and communications should be addressed to:

Company Name: New Hampshire Secretary of State

Address: Department of State

State House, Room 204

107 North Main Street

Concord, NH 03304

Designated Contact: Thomas Manning

Telephone: (603)271-8245

Facsimile: (603)271-8242

E-mail: NHVotes@sos.nh.gov

Agreements, Deposit Materials and notices to Escrow Agent should be addressed to:

All invoice fee remittances to Escrow Agent should be addressed to:

Telephone:

Facsimile:

E-mail

Date: _____

Attachment K - Grant Assurances & Audit, Inspection and Monitoring

K 1.0 Grant Assurances

Since this Contract involves the expenditure of federal funds, the Vendor shall at all times during the execution of this Contract strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Vendor shall also require compliance with these statutes and regulations in subgrant agreements permitted under this Contract. The federal laws and regulations include:

- A. The “Help America Vote Act of 2002” 42 U.S.C. § 15301 *et seq.* (2002).
- B. The “Voting Rights Act of 1965” 42 U.S.C. § 1973c *et seq.* (1965).
- C. The “Voting Accessibility for the Elderly and Handicapped Act” 42 U.S.C. 1973ee-1 *et seq.*
- D. The “National Voter Registration Act of 1993” 42 U.S.C. 1973gg *et seq.*
- E. The “Americans with Disabilities Act of 1990” 42 U.S.C. 12101 *et seq.*
- F. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule), at 49 C.F.R. 18.
- G. Standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 1857(h).
- H. Section 508 of the “Clean Water Act” 33 U.S.C. 1368.
- I. Executive Order 11738, and Environmental Protection Agency regulations, 40 C.F.R.15.
- J. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- K. Office of Management and Budget Circulars A-87, A-133, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- L. The “Hatch Act” 5 U.S.C.S. 1501-1508 and Public Law 95-454, Section 4728, (stating that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs).
- M. The “Rehabilitation Act of 1973”, 29 U.S.C.S. 794 *et seq.*, and implementing regulation, 45 C.F.R. 80 *et seq.*, (requiring that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds).
- N. The “Drug-Free Workplace Act “ 41 U.S.C. 701 *et seq.*
- O. The “Age Discrimination Act of 1975” 42 U.S.C. 6101 *et seq.* and its implementing regulation, 45 C.F.R. 91.

- P. The “Civil Rights Act of 1968” 42 U.S.C. 3601 *et seq.*
- Q. The “Civil Rights Act of 1964” 42 U.S.C. 2000d *et seq.*
- R. The “Single Audit Act of 1996” 31 USCS § 7501 *et seq.*

K 2.0 Audit, Inspection and Monitoring

K 2.1 The Vendor shall permit the State, the U.S. Election Assistance Commission, U.S. Department of Justice, U.S. General Accounting Office, U.S. General Service Commission or any other duly authorized governmental agent or agency, to monitor all activities conducted by the Vendor pursuant to the terms of this Contract. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, onsite checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that does not interfere unreasonably with the work of the Vendor.

K 2.2 The Vendor authorizes the State to perform audits or inspections of Vendor’s records related to the Contract at any reasonable time during the term of this Contract and for a period of five (5) years following the termination of this Contract.

K 2.3 The Vendor will work closely with any State quality assurance vendor or staff. The Vendor shall reasonably integrate any State quality assurance vendor or staff into the project team and involve any State quality assurance vendor or staff in project activities including the generation of deliverable expectations documents, review and feedback related to Deliverables, requirements tracking, risk management, status meetings, design sessions, issue resolution, project metrics reviews, Work Plan reviews, and change control. The Vendor shall permit any State vendor or staff to participate as an active team member, providing input and communicating early and often with the Vendor’s project team.

K 2.4 The Vendor shall permit the State, Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Vendor’s records related to the Contract. The Vendor shall also permit these same described entities to monitor all activities conducted by the contract conducted by the Vendor pursuant to the terms of this Contract, including, but not limited to, the right to inspect the development of the software. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses on-site check, or any other reasonable procedure.

K 2.5 No Party shall be responsible for any taxes, fees or any other liabilities imposed upon any other Party as a result of such audits and inspections. Both Parties shall use reasonable efforts to minimize the number and duration of such audits or inspections conducted and to conduct such audits and inspections in a manner that will minimize the disruption to the other Party’s business operations. The Party requesting an audit shall be responsible for the costs associated with the audit review.